

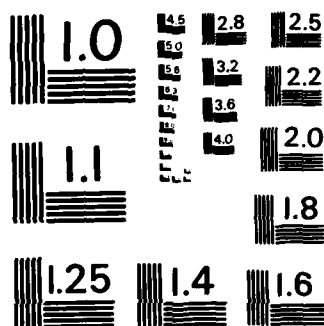
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NAVAL OCEAN SYSTEMS CENTER SAN DIEGO CA R NOVEMBER
SEP 85 NOSC/TD-832

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September 1985

THE TECHNICAL ASSISTANCE PROGRAM:

A Program Plan

R. November

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Naval Ocean Systems Center

San Diego, California 92152-5000

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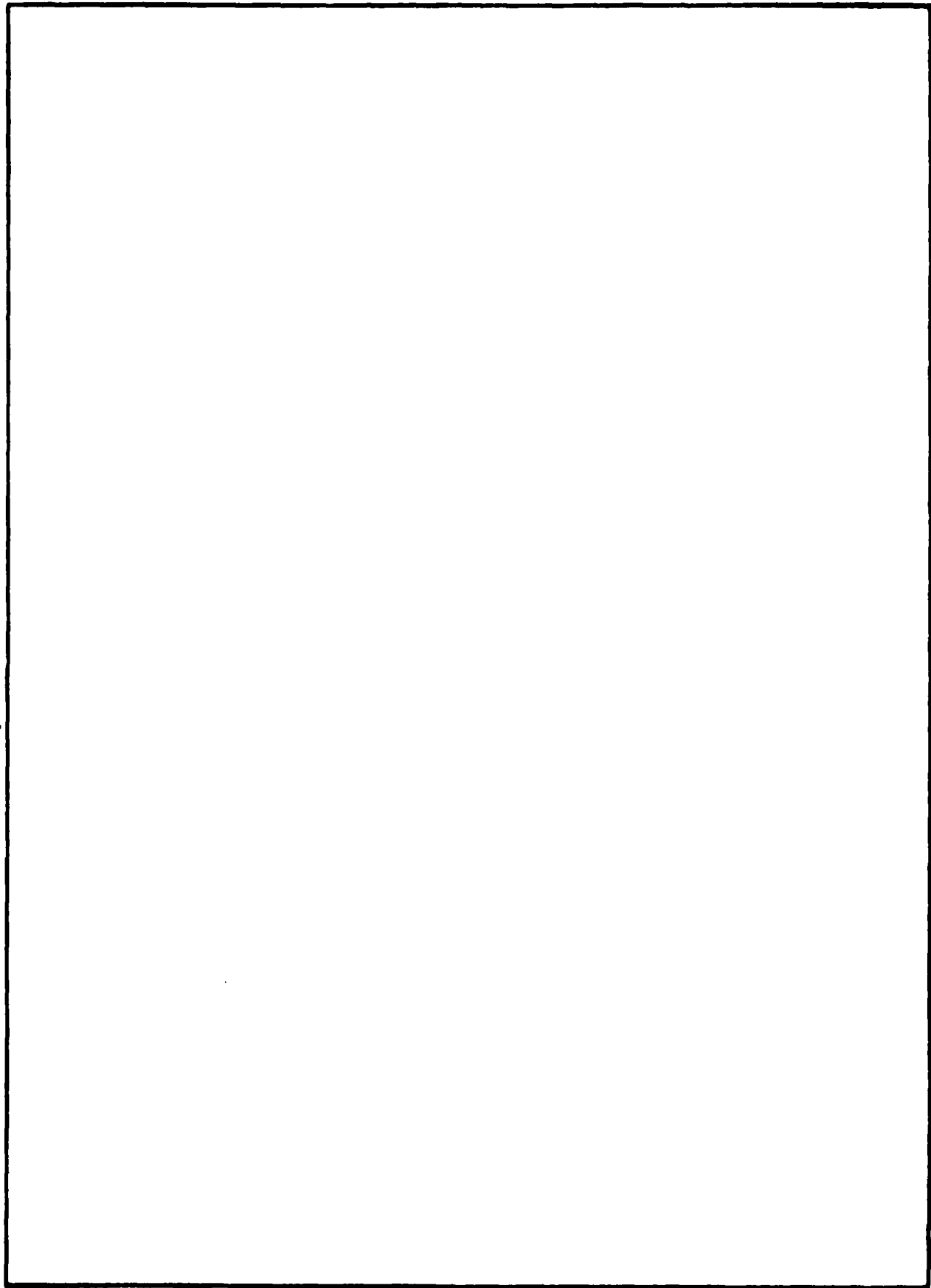
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INTRODUCTION

The Technical Assistance Program (TAP) is authorized by Public Law 96-480 of 21 October 1980, known as the Stevenson-Wydler Technology Innovation Act of 1980. Specifically, the TAP is mandated under the Office of Research and Technology Applications (ORTA), which was also established at each Federal laboratory by the Stevenson-Wydler Technology Innovation Act. It is the function of each ORTA:

1. To provide and disseminate information on federally owned or originated products, processes, and services having potential application to state and local governments and to private industry, and
2. To provide technical assistance in response to requests from state and Government officials.

The DoD Domestic Technology Transfer Program regulation (DoD 3200.12-R-4 of April 1985) issued under the authority of DoD Directive 3200.12, Defense Scientific and Technical Information Program of 15 February 1983 applies to all DoD components that perform or fund research and development (R&D), results of which may be transferred to state and local governments and to the private sector. In particular, It encourages the establishment of technical volunteer programs as a resource to complement and support domestic technology transfer activities. The TAP will use retirees and current employees to translate the products of the Naval Ocean Systems Center to state and local governments and to the private sector in a broker capacity. That is, they will act as a transfer agent, on donated time, to match the requirements necessary to respond to technology transfer requests received. They may bring in other retirees and current employees to participate in the exchange but only to the extent that:

1. The retiree wishes to donate his/her time.
2. The current employee can donate his/her time which does not interfere with assigned official role.

This report is provided as a guide on how to establish a TAP. All examples and forms are based on NAVOCEANSYSCEN instructions. Any Federal laboratory may adopt the program by simply revising the plan to suit their organization.

NOSCINST 5700.1B (Appendix H) implemented the technology transfer program at Naval Ocean Systems Center, San Diego.

PURPOSE

To establish a Technical Assistance Program (TAP) through a demonstration project at the Naval Ocean Systems Center that will test dissemination of technical information requested by state or local governments and private industry in a large city environment and investigate the potential impact of full implementation of the service.

SCOPE

This is a plan to establish a Technical Assistance Program which would aid NOSC in the transfer of federally funded R&D results to the civilian sector within the guidelines of the Stevenson-Wydler Technology Innovation Act. The targeted agents for such transfer would be Federal Government retirees, particularly NOSC retirees presently in, or candidates for, the Emeritus Program. Technically skilled individuals from NOSC's active workforce might eventually back up this group, on their own time.

BACKGROUND

Technology transfer is interpreted by Congress to mean active involvement in the transformation of products and processes, developed within Federal R&D laboratories so that such developments can be used in new ways by private industry and state and local governments.

This transformation of Federal research has brought many products to the marketplace which the average person seldom stops to consider. Here is a partial list:

- freeze dried coffee
- antifouling paint for keels of boats and ships
- the algorithms that allow for exact radial keratotomy (surgical reshaping of the cornea to eliminate the need for corrective lens)
- speech synthesizers
- ceramic coatings for dental use
- computers (originally developed to speed up the computation of weapon trajectories)
- fetal sonar scan
- pion radiation (minute rays that destroy brain tumors without damaging healthy adjacent cells)

Technology transfer puts Federal research to work for the American public in very visible ways. The Stevenson-Wydler Technology Innovation Act of 1980 seeks to speed up this process and guarantee that "good ideas" are put to use nationally.

Section 11 of the Stevenson-Wydler Technology Innovation Act of 1980 requires each Federal laboratory to establish an Office of Research and Technology Application (ORTA). Such offices are mandated to:

- prepare technology assessments on R&D with potential private sector application

- provide and disseminate information on current R&D results
- cooperate with the National technology transfer network
- provide technical assistance to state and local governments

It is envisioned that a Technical Assistance Program would aid the NOSC ORTA in carrying out the information dissemination and technical assistance required by law.

The use of retirees is a new concept for Federal laboratory management. It requires a shift in thinking from the standard monetary reward for motivation to one of personal gratification. So far, eight Federal laboratories have adopted this new concept and are enthusiastic about the new possibilities it opens for technology transfer.

Department of Defense (DoD) policy states that current military appropriations cannot be redirected without the prior approval of Congress. This means that neither laboratory staff nor facilities will be added for nonagency work unless specifically covered by enabling legislation or stated policy. The ORTA function at the individual laboratories is a legitimate use of military funds (PL-96-480). This function is often overwhelmed by the magnitude of the task to transfer technology. Retirees could provide the resources to transfer technology effectively. Retirees could donate their personal time and technical expertise to help solve local problems. Through this extended use of workplace-developed skills, technical assistance will lead to technology transfer because these highly skilled individuals will move problems toward the R&D arena, where solutions may already exist. A current lack of knowledge inside the laboratories about the kinds of problems that other sectors experience has been cited as one of the basic reasons why more technology is not transferred.

Because of traditional lack of interaction between an R&D laboratory and its community, obvious possible innovative uses for Federal technology are often overlooked. With an active retiree force serving as technology brokers, problems like frozen fire hydrants could be referred to a laboratory that just created a "paint" to prevent ice adhesion. In another example, problems with electric wheelchair traction can be presented to world-renowned military traction experts. The use of retirees, as eyes and ears in the community increases the R&D exchange.

Some laboratories with technical assistance programs use their Emeritus Program as a reservoir in which laboratory retirees can be "held" in a state of increased readiness. Initially conceived as a method for the Federal Government to have quick access to a cadre of retired employees possessed of special expertise, the Emeritus Program allows retirees to maintain their civil service status and security clearances and affords them access to current research information. When the Government calls them up for a project, they are placed in another administrative category. The tasks allow them to maintain their state-of-the-art technological expertise. As scientists, they have had a lifelong interest in their areas of specialization. From the Government's point of view, the retiree's unique capabilities are not beyond recall in times of national need.

A technical assistance program "seeded" with prestigious retirees emeriti like this provides a direct, active and effective link to current research. As a result, the TAP does not "go stale" because the technical skills of the individuals who make up the program are constantly updated.

A technical assistance program cannot, in and of itself, carry out all the mandates of Stevenson-Wydler Technology Innovation Act of 1980. It works only in the context of an established technology transfer program, one where potential technologies with private sector applications have already been identified, a program with the following management policies and guidelines already in place:

1. In providing technical assistance to the private sector, R&D laboratories should, in general, provide information and consultation in their unique areas of expertise only.

2. R&D laboratories not only should make inhouse-developed technologies available, but also provide a link to the over 500 other Federal R&D laboratories with widely differing research agenda.

3. When a laboratory's technology is not appropriate to the client's request, every effort should be made to refer him to an alternative and more appropriate resource.

4. A laboratory's unique test and evaluation capabilities should be included in the technical assistance effort wherever possible.

5. It is expected that private companies (depending upon their size) will require less general problem-solving assistance than public agencies.

6. When new technologies are offered for commercial development, the laboratory with the new technologies will allow equal access to all interested parties.

7. Technology transfer programs do not compete with the private sector. Rather, their role is a catalyst for creation of new jobs, markets, products, and services and to enhance quality of life, efficiency and effectiveness through the use of new and better technologies.

8. It is not the function of the laboratory to replace consultants but to provide advice during that period of a technology's development when the R&D laboratory's knowledge outstrips the private sector's.

These guidelines establish the process of technology transfer in the Federal laboratory. The technical retiree then becomes an adjunct to that function and the cohesive force that will increase effectiveness of a technology transfer program.

In special cases, current Navy regulations also provide for technical assistance to state and local governments when it is clearly documented that such assistance, if purchased in the private sector, would be well beyond the

requestor's budgetary means. It is especially in these cases that laboratories should record their reasons for providing services and must be prepared to demonstrate that new market opportunities will open up to the private sector as a result. When lack of sophistication, technophobia and limited resources act together to prevent the adoption of a new technology, laboratories can provide needed education to move the technology.

The technology transfer program, including technical assistance from retirees, is not to interfere with NOSC's primary Navy mission. However, a technical assistance program at NOSC, using the personal time of technically skilled specialists, can achieve some of the goals of Stevenson-Wydler Technology Innovation Act of 1980 without violating budgetary constraints of military and laboratory appropriations.

CURRENT TECHNICAL ASSISTANCE PROGRAMS (TAP)

The following Federal R&D laboratories either have, or are implementing, Technical Assistance Programs (TAP):

- Naval Underwater Systems Center - New London, Connecticut
Newport, Rhode Island
- Naval Air Development Center - Warminster, Pennsylvania
- David Taylor Naval Ship R&D Center - Bethesda, Maryland
Annapolis, Maryland
- Army Harry Diamond Laboratory - Adelphi, Maryland
- Army Cold Regions Research and Engineering Laboratory - Hanover, New Hampshire
- Army Natick Laboratory - Natick, Massachusetts
- Lawrence Livermore National Laboratory - Livermore, California
- Los Alamos National Laboratory - Los Alamos, New Mexico

Major types of technical assistance provided by the TAP are:

1. Reviews, as of technical plans for facilities and Requests for Proposals (RFPs)
2. Advice, as on technical options, how to compare them, on the testing and purchase of selected products or on computer programming
3. Performance of tasks, e.g., preliminary feasibility analysis, engineering adaptation of products, techniques, and processes developed in Federal laboratories, execution of selected research needs and provision of database information
4. Facilitation of linkages to other resources

5. Problem definition
6. Repair of specialized machinery when manufacturer is out of business
7. Instruction in state-of-the-art techniques
8. Other services or levels of services that do not constitute competition with the private sector

Potential projects must be reviewed to insure:

1. Services are not available or available only at excessive cost in the private sector.
2. Proposed tasks fall within a laboratory's area of expertise.
3. Tasks are limited to prototype units or the testing of concepts.
4. A qualified individual is available for assignment.
5. The requestor is either a member of the American business community or the state and local government sectors, including associated non-profit groups and educational organizations.
6. Programs are sensitive to politically charged situations and must avoid providing scientific backup for a particular narrow (and politicized) viewpoint.

OBJECTIVES OF A TECHNICAL ASSISTANCE PROGRAM

1. Increase the public/private use and/or commercialization of laboratory-developed products, techniques, and processes. In part, this could include the education of scientific staff about Federal incentives for civil service inventors in regard to patents.
2. Estimate the value of donated technical time in transforming the benefits of federally financed R&D.
3. Catalog the special interests, talents, and hobbies of current employees who wish to become involved in the technical assistance program.
4. Capitalize on the corporate memory of retirees to identify extraordinary technical talent to place in a bank of "National experts." Such talent would be catalogued by specialty, not by name, and published in Federal Laboratory Consortium (FLC) and National Technical Information Service (NTIS) bulletins and accessed through the laboratory ORTA.
5. Exploit the benefits accruing to the laboratory through participation in the Federal Laboratory Consortium and the use of its contacts, established networks, training and outreach programs.

6. Increase the marketing of Federal R&D products through the laboratory's Small Business and Disadvantaged Utilization Office and Public Affairs Office.

7. Establish the NOSC technical library as a technology transfer resource, taking into account security, export control and personnel limitations.

8. Work with NOSC employees to overcome the tendency to view objects and results only in terms of their current use.

9. Identify potential cost factors of a full technical assistance program.

Program milestones

The development plan for the NAVOCEANSYSCEN'S TAP is divided into eight phases:

1. Planning - 3 months
2. Proposal to Management
3. Implementation of Demonstration Project - 1 to 3 months
 - a. Arrange agreements with external "potential" clients
 - b. Formally establish retiree pool
4. Demonstration Project - 6 months
5. Review Cycle
 - a. Review demonstration projects
 - b. Management approval for "Full Up" TAP
6. Implementation of Total TAP "Full Up" Concept, 1-3 months
7. Documentation, 1-3 months
8. Start Full Up TAP

Phase one - planning

Prepare for proposal to management by establishing an information base and plans for the following topics:

1. proposal to management
2. demonstration project
3. review cycle

4. estimated costs (See Appendix A)
5. legal constraints (see Appendix B)
6. retiree management (see Appendix C)
7. training requirements (see Appendix D)
8. personnel requirements (see Appendix E)
9. community needs
10. ethical considerations

The purpose of this planning phase is to lay the groundwork for establishing a TAP and to be ready to answer questions that may arise during the live presentation of the proposal to management. The following functions are the results of a prior decision that:

1. Team approach will be used
2. Personnel used will be limited to retirees, if possible
3. Certain preselected projects will be used in Demonstration

Specific functions include:

1. Collect information on current TAP at other Federal R&D laboratories.
2. Establish a NAVOCEANSYSCEN technology transfer information base.
3. Collect sample TAP-type forms used in other programs; develop into standard forms.
4. Have laboratory attorney review all instruments and laws connected with TAP.
5. Determine several possible areas of NOSC technology with transfer potential. Select the best candidates. Alert managers of selected technology areas of possible demonstration and elicit their reactions, input, and concerns.
6. Survey all potential retiree strength. Establish parameters of potential retiree pool.
7. Quantify goals and measures for demonstration project by documenting:
 - a. number of hours spent by retiree in the TAP
 - b. dollars saved for "clients"

- c. technologies put in motion (ORTA description)
- d. retiree self-reports
- e. letters of appreciation to NOSC
- f. technology transfer (T^2) goals met
- g. list of individuals who desire to participate in the future
- h. cost effectiveness of T^2 management time put into project
- i. improvements to NOSC/Navy image (Public Affairs Officer's assessment)

8. List all possible helps and hindrances to attain these goals. Create strategies to cope with each situation that may arise during the demonstration project.

9. Outline tentative coordinating and review panel memberships.

a. Coordinating panel

- (1) ORTA
- (2) TAP Coordinator (retiree)
- (3) NOSC technical code representatives
- (4) Team leaders
- (5) Public Affairs Officer (PAO)

b. Review Panel

- (1) ORTA
- (2) Program Director for Technology
- (3) Management representative
- (4) NOSC technical code representatives (if desired)

10. Role of Coordinating Panel - responsible to

- a. plan weekly activities of TAP projects
- b. channel resource requests
- c. identify problems
- d. determine staffing patterns

- e. update Review Panel
 - f. outline project goals
 - g. establish schedules
 - h. critique demonstration project
 - i. make final report/recommendations
11. Role of Review Panel - responsible to oversee
- a. timeliness of work schedule
 - b. technical integrity of projects
 - c. watchdog impact on NOSC
 - d. cost effectiveness
 - e. application of technical resources
 - f. suggestions for process improvement
 - g. problem solve
 - h. critique demonstration project
 - i. write final report with recommendations to top management
12. Survey potential community user needs. Use low-key/no-commitment approach.
13. Query Public Affairs Officer on laboratory's image and use as input to program goals.
14. Review laboratory goals as a program input.
15. Obtain tentative NOSC code commitments in management and administrative areas such as personnel, security, management resources, facilities, legal, etc.
16. Select/obtain tentative commitment from a retiree to serve as TAP Coordinator of "retirees", at least through demonstration project.
17. Outline reporting procedures for demonstration and review phase.
18. Clarify decision points and controls for success/failure of demonstration project.

19. Build controls into the demonstration project.

- a. Limit demonstration project to four (maximum) technology areas where NOSC is determined to have good expertise.
- b. Incorporate the experiences of other laboratories into this plan
- c. Use retirees to insure technical qualifications
- d. Identify multiple stop/go decision points for Technical Director
- e. Develop training plans for:
 - (1) TAP Coordinator
 - (2) Retirees
 - (3) Users
- f. Use team concept to insure synergy
- g. Review Panel will allow monitoring by top management
- h. Coordinating Panel will insure details "don't fall through cracks"
- i. Schedule regular reporting/update meetings
- j. Carefully select users beforehand
- k. Make no general announcements to public
- l. Interview retirees then carefully match to projects
- m. Closely supervise work of the TAP coordinator
- n. Insure good interface with user throughout project
- o. Devise effective followup evaluation procedures

Phase Two - Proposal to Management

The goal of this presentation is to convince top management that sufficient long-range planning has been done to allow this demonstration to move forward. It will also point out how the laboratory, Navy, DoD, and the American population can benefit through the laboratory's skillful management of retired personnel.

Presentation Outline:

1. Introduce technology transfer (T^2) concepts, the Stevenson-Wydler Technology Innovation Act, and scope of participation within Navy, etc.

2. History of the Technical Assistance Program

3. NOSC Problems a TAP might solve

4. Overview of demonstration project

a. what it will do

b. what it will not do

c. who will be involved

d. costs/timeframe

e. evaluation procedures

f. responsibilities/controls/decision points and measures built into plan to reduce risks to NOSC

5. Flow chart the communications of project chain.

If Technical Director gives signal to proceed, move to:

Phase Three - Implementation of Demonstration Project

To prepare for actual demonstration:

1. Confirm TAP Coordinator and brief that person on the scope and goals of TAP and the role they will be expected to play.

2. Make final decision on technology areas (a maximum of four) to be featured during the demonstration. This decision should be based on

a. degree of laboratory's expertise

b. technology manager's commitment

c. applicability of technology to needs of external organizations

d. potential for measurable transfer within the demonstration timeframe

e. availability of appropriately skilled retirees

3. Select potential retiree team leaders from retiree surveys and interviews conducted by ORTA and TAP Coordinator.

4. Appoint technology transfer team leaders.
5. Select four community organizations to match four technology areas (one for each organization). ORTA and the TAP Coordinator will make selection.
6. Finish the flow charts for communication, decisionmaking, monitoring, supervision, feedback, reporting, etc. of each technical assistance project. Make sure everyone involved gets a copy of the flow chart.
7. ORTA confirms review panel staffing
 - a. ORTA
 - b. Program Director for Technology
 - c. Management representative
 - d. Representatives from technology codes (if necessary)
 - e. TAP Coordinator
8. ORTA confirms Coordinating Panel
 - a. ORTA
 - b. TAP Coordinator
 - c. Team leaders
 - d. Public Affairs Officer
 - e. Technical code representatives
9. Set up meeting schedule for both panels. Brief panels on their duties and responsibilities.
10. Have NOSC Attorney approve TAP affidavits and other documents that will be used
11. Print forms (instruments shown in appendices)
12. Announce implementation of the demonstration project to all personnel involved in phase one (optional - a management decision)
13. Execute all legal forms, matters, between NOSC, retirees, and community organizations. Confirm retiree personnel and security status.
14. Train retirees on (see Appendix D)
 - a. reporting system
 - b. problems to expect (and avoid)

- c. possible IRS deductions
 - d. goals of Stevenson-Wydler Technology Innovation Act of 1980
 - e. NOSC's reason for participation
 - f. their role in transferring technology and moving problems toward the technology transfer network
 - g. expectations of results
 - h. timeframes
 - i. restraints and constraints
 - j. chain of command
 - k. what external organization will supply
 - l. travel reimbursements
15. Sign all appropriate forms with retiree and external organizations
16. Educate selected community organization on:
- a. Stevenson-Wydler Technology Innovation Act of 1980
 - b. NOSC Mission
 - c. goals and objectives of demonstration
 - d. what is required of them
 - e. restraints and constraints
 - f. who to call if there is a problem
 - g. the need for a monitor in their organization (user representative)
 - h. time requirements and necessary personnel
 - i. communication channels
 - j. publicity controls
 - k. Federal rules and guidelines
 - l. start date
17. Establish mailing list, skillsbank and indexing system for retirees and technology transfer information.

18. Implement review procedures (costs, resources, etc.)

Phase Four - Actual Demonstration

Participants will complete selected tasks in six months. The demonstration will end on a designated date no matter what the status of the projects are, unless extended through negotiations between user organization and ORTA.

Phase Five - Review Cycle

Assessment by Coordinating and review panels will be done concurrently with the demonstration project and afterwards. This review will summarize all inputs and be the basis for management to decide whether to make the technical assistance program operational at the naval ocean systems center.

Specific functions:

1. TAP Coordinator is the liaison between external user, technical personnel and ORTA. Progress reports will be made by the Coordinator to ORTA (weekly if possible).

2. Coordinating Panel shall meet every two weeks during demonstration project.

3. Review Panel shall meet every six weeks throughout phase four and five.

4. If agreed-upon tasks require changes to insure success of technical assistance projects, the TAP Coordinator, ORTA, and members of the user organizations will negotiate adjustments.

5. Technical team leader will schedule meetings with members of the user organizations and TAP team. Biweekly report on progress will be made to coordinating team.

6. User organizations will report every six weeks to ORTA on problems and recommendations, etc., which will be discussed at review panel meeting.

7. Establish interim TAP newsletter as Public Affairs Officer responsibility. Distribute to all involved in NOSC TAP and other base T² offices.

8. At the end of six-month demonstration, a final report, with appropriate recommendations, will be required from each of the following:

- a. Community organization per task
- b. Technical Individual/Technical Team Leader
- c. TAP Coordinator

9. ORTA will compile draft report on demonstration project which will go to the Review Panel for comment and finalization.

10. Brief Technical Director on results and request decision for implementation of fully operational Technical Assistance Program.

If the Technical Director's decision is affirmative, move to Phase Six.

Phase Six - Implementation of a Fully Operational Technical Assistance Program

Specific functions include:

1. Survey of active (current) laboratory employees to increase skillsbank
2. Education of employees about success of demonstration project and future of TAP (via inhouse news articles and other inhouse media)
3. Training of active volunteers
4. Developing material to advertise to user community of TAP possibility
5. Encourage technical individuals to staff a "Speaker's Bureau" developed by ORTA and TAP coordinator for briefings to:
 - a. local government
 - b. state government
 - c. business and industry
 - d. non-profit organizations
6. Investigating joint TAP projects with other Federal facilities, and possibly local volunteer groups
7. Updating training for TAP participants
8. Interfacing TAP Coordinator in federal laboratory consortium (FLC) network
9. Establishing permanent TAP newsletter format. Use to introduce approved, releasable new technologies to the Office of Naval Technology (ONT); Federal Laboratory Consortium and mail list of interested parties
10. Estimating dollar value of technical assistance provided
11. Showing some form of recognition/award system for TAP work
12. Making regular contributions of information approved for public release to the "Technical Volunteer Resource Bank" at David Taylor Naval Ship R&D Center, Bethesda, Maryland
13. Updating technical library role (see Appendix F)

14. Establishing criteria whereby current employees may adjust work schedule to permit participation within TAP on their "own" time

Phase Seven - Documentation

Specific functions:

1. ORTA will document NOSC TAP implementation process giving rationale for implementation methods selected, identifying problems that arose throughout the project, and providing options to solve those problems. (A copy of the TAP implementation documents (management plan and NOSC experience) will be filed in the David W. Taylor Naval Ship Research and Development Center (DTNSRDC) Technical Volunteer Resource Bank.)

2. Consider an article for publication in the Technology Transfer Journal on TAP implementation process.

3. A presentation will be considered, by the ORTA at one of the biannual Federal Laboratory Consortium meetings. The presentation will point out the "lessons learned" in establishing a TAP.

Phase Eight - Full Up Technical Assistance Program

1. Implement fully operational TAP

2. Investigate use of Intergovernmental Personnel Act (IPA) assignments for technology transfer (see Appendix G) to:

a. state government

b. local governments

c. non-profit organizations

3. Investigate assignments of university/college faculty members to work in the product lines

APPENDIX A - COST

a. Support Resources Required of Laboratory

COSTS

1. Desk
2. Phone
3. Access to copy machine
4. Library use
5. Use of mail system
6. Access to inhouse newsletter
7. Access to typewriter or typing skills
8. Use of conference room five times per month
9. Emeritus program management time
10. Space to house function

b. Administrative Costs

- Phone calls
- Chase facts/database searches
- Complete necessary records/forms
- Skillsbank (maintenance)
- Mailing lists
- Newsletter (publish, mail, etc.)
- Training
- Supervision
- Personnel records
- Security/ethics check

Total Costs \$

APPENDIX B
TECHNICAL ASSISTANCE PROGRAM FORMS

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A Automobile Insurance	B-3
B NOSCINST 7030.1C (Includes Work and Indemnity Agreements)	B-5
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AUTOMOBILE INSURANCE

Name: _____

Assigned to: _____

Work Period: From _____ to _____

To be signed by "retiree" using private auto in conjunction with Technical Assistance Program (TAP) assignment:

I certify that I have automobile liability insurance in force during the period of TAP work assignment indicated hereon to satisfy the following minimum requirements.

- a. Public Liability - \$15,000 for one person - \$30,000 for one accident.
- b. Property Damage - \$5,000.

Signature of Assignee

WORK AGREEMENT
INDEMNITY AGREEMENT

DEPARTMENT OF THE NAVY
NAVAL OCEAN SYSTEMS CENTER
SAN DIEGO, CALIFORNIA 92152-5000

(Hold Harmless)

NOSCINST 7030.1C
121/PC:ghe
18 March 1985

NOSC INSTRUCTION 7030.1C

From: Commander, Naval Ocean Systems Center
To: Branch Heads, Project Office Heads, and above

Subj: WORK FOR OTHER (NON-DOD) GOVERNMENT DEPARTMENTS OR PRIVATE PARTIES

- Ref: (a) NAVCOMPT Manual, Volume 3, paragraph 035750
(b) NAVCOMPT Manual, Volume 5, paragraph 054856
(c) NAVMATINST 7030.7A, Work for other government departments or private parties
(d) NOSCINST 7300.1B, Administration of funds
(e) NOSCINST 5216.1A, Revised correspondence procedures (R)
(f) NOSCINST 7030.2C, Pricing procedures for foreign military sales (FMS) (R)

- Encl: (1) Procedures for Committing NOSC Resources to Private Parties and Non-DOD Government Agencies
(2) Estimating Costs of Work Done for Non-DOD Government Sponsors and Private Parties
(3) Financial Requirements - Private Parties and Non-Federal Agencies
(4) NOSC Certification Form
(5) Indemnity Agreement

1. Purpose. To establish policy and procedures for services to other (non-DOD) Government departments and private parties.

2. Cancellation. NOSCINST 7030.1B. (R)

3. Background. The Center frequently does work for other (non-DOD) Government departments and private parties. Policies governing the acceptance and methods of pricing such work are contained in references (a), (b), and (c). Reference (d) outlines overall Center policy for administration of funds. Reference (e) delegates authority to approve various levels of proposed program effort. Reference (f) gives specific guidelines and procedures for foreign military sales (FMS) funded work.

4. Policy. Center policy on work for other (non-DOD) Government departments and private parties conforms to references (a), (b), (c), and (d). Specific financial requirements and policies governing work for non-Federal agencies and private parties are listed in enclosure (3). The following criteria shall be met before such work is accepted:

a. Other Federal Government Departments (Non-DOD) and State and Local Governments

(1) Security demands call for accomplishment of the work in a Government activity; or

(2) Work, services, or facilities requisitioned cannot reasonably be obtained from private agencies due to their lack of equipment, skills, trained personnel, or inability to meet deadline completion dates; or

(3) The cost to the ordering government department of obtaining the required work, services, or facilities from private industry is greater than the cost of obtaining them from NOSC.

b. Armed Forces Sponsored Activities. NOSC may provide work, services, and facilities to armed forces sponsored exchange, welfare, and recreation groups, including messes, employee associations, and similar organizations, when the Center directly benefits thereby. Otherwise such work, services, or facilities may be furnished only if they cannot reasonably be obtained elsewhere.

c. Private Parties. Work, services, and facilities may be provided to private parties if it is in the interest of the Navy to perform such work and there is no issue of competition with private industry.

d. Foreign Governments and Foreign Private Parties. Requests received from foreign governments or foreign private parties should be referred to the Chief of Naval Operations (CNO) (OP-63) for appropriate action. Reference (f) provides policy and procedures for foreign military sales (FMS) funded work.

5. Conditions of Acceptance. In addition to the specific criteria listed in paragraph 4, the following general requirements apply to work done for the above parties:

a. The work shall not interfere with the mission of the Center or work assigned by the Technical Director.

b. The work shall be done essentially by Center personnel within existing ceiling assignments.

c. All non-Federal agencies and private parties are required to execute a NOSC Certification Form, NOSC-SD 7030/1, (enclosure (4)). The Indemnity Agreement, 11ND NOSC 7030/2, (enclosure (5)) must be executed by those non-Federal agencies and private parties who are not charging the work and any attendant insurance expense to a Government reimbursement-type contract. Enclosure (3) gives detailed guidelines on these requirements.

d. Other (non-DOD) Government departments and private parties are required to provide funds in advance to cover the cost of the work.

e. The terms of acceptance of such work shall not require special accounting or other record keeping and reports not currently in use at the Center.

6. Use of Center Facilities

a. When work is done for private parties or non-Federal agencies, Center equipment and facilities will be operated by Center employees. The Center Commander will approve exceptions to this policy only in special instances when it is determined to be in the best interests of the Navy to have non-Center operators. Under these conditions, the private party will be required to employ operators satisfactory to the Commander.

b. The Center Commander may permit a private party to operate its equipment on Center property when it is in the best interests of the Navy. The private party must execute the Indemnity Agreement in enclosure (5) and agree to pay for any damage and/or costs incurred by the Navy incident to Government property use.

c. The use of Center facilities for nonwork purposes by private parties will generally be limited to cases where the facilities are not available from commercial sources.

7. Costs to be Charged

a. Basis for Charging. All work will be done on a cost-reimbursable basis. Fixed price agreements cannot be used for non-Federal sponsors or private parties. For non-DOD sponsors and private parties, an advance cash deposit must be received by the Center before work can be started.

b. Types of Costs. Costs chargeable to other (non-DOD) Government departments and private parties are significantly different from those charged to DOD sponsors. Included are additional cost factors over and above the normal direct costs for labor, overhead, material, services, travel, etc. The additional costs are referred to as "unfunded" costs. These are existing costs to the Federal Government which are not passed on to the Center's DOD sponsors but are required to be charged to non-DOD sponsors. Included are military labor, acceleration, and various other charges. Enclosure (2) spells out in detail how these costs are applied and how they should be used in preparing cost estimates. It should be noted that where private parties are charging work to be done by the Center to a Federal Government cost-reimbursement type contract, the additional cost factors described above will not be applied. Enclosure (4) provides the means for making this determination.

c. Rental of Equipment. The charges for use of Government-owned equipment will be at rates established by NAVCOMPT Manual, paragraph 035881.2, except that the rate charged to private parties shall not be less than the prevailing local commercial rental rate of like equipment.

8. Authority. Work assignments from non-DOD sponsors must be approved by the Technical Director in accordance with reference (e), except for routine test and service jobs of \$5,000 or less which may be approved by department or division heads. (R)

9. Procedures

a. Other Federal Agencies. Procedures for proposing work to other Federal agencies will vary depending on specific agency requirements. Cost estimates will be based on the same factors as for Navy sponsors, plus some unfunded costs. Stabilized rates will be charged for all labor hours worked. An advance deposit is necessary.

b. Non-Federal Agencies and Private Parties. Enclosure (1) describes procedures for estimating, accepting, and accounting for services provided to private parties and non-Federal agencies. Enclosure (2) provides guidance for preparing cost estimates. Copies of enclosures (3), (4), and (5) to this instruction shall be sent with all proposals and cost estimates to non-Federal agencies and private parties.

NOSCINST 7030.1C
18 March 1985

10. Forms Availability. The NOSC Certification Form, NOSC-SD 7030/1, and Indemnity Agreement, 11ND NOSC 7030/2, are available in the Programs and Budget Branch, Code 121, Bldg. 33, Rms. 2209 or 2621, or Bldg. 1, Rm. A526.

11. Directive Responsibility. The Head, Central Staff, Code 10, is responsible for keeping this instruction current.



F. M. PESTORIUS

Distribution:
C

PROCEDURES FOR COMMITTING NOSC RESOURCES TO
PRIVATE PARTIES AND NON-DOD GOVERNMENT AGENCIES

1. Cost Estimate

a. Within the policies outlined in paragraphs 4 through 7 of this instruction, written cost estimates will be sent to the prospective sponsor. All cost estimates must be routed to the Programs and Budget Branch, Code 121, for review before release. Enclosure (2) provides guidance on preparing cost estimates. (R)

b. Copies of enclosures (3), (4), and (5) should be sent to the sponsor with the cost estimate. These enclosures outline specific financial policies and requirements and provide a certification statement and the required format for the indemnity agreement. Forms will be provided by Code 121.

2. Acceptance/Allocation

a. All checks received from private parties or non-DOD Government agencies should be forwarded immediately to Disbursing, Code 12212.

b. The cognizant division will acknowledge receipt of deposits when requested by private parties or non-Federal agencies but should not sign any acknowledgement copies of purchase orders or other procurement documents. (R)

c. The Programs and Budget Branch, Code 121, will obtain internal acceptance by the cognizant division and will allocate funds and establish job orders. (R)

3. Accounting. The Accounting Branch, Code 122, will record the deposit and collect cost information. A bill will be sent monthly to the private party or non-DOD Government agency showing the account balance. (R)

4. Completion of Work

a. If work sponsored by the private party or non-DOD Government agency cannot be completed with the funds available, the cognizant division shall either stop work before funds are depleted or obtain additional funds from the sponsor. (R)

b. The cognizant division will advise the Programs and Budget Branch by memorandum when work has been completed and all charges recorded. The Accounting Branch, upon notification by the Programs and Budget Branch, will refund any available balance to the private party or non-DOD Government agency. (R)

ESTIMATING COSTS OF WORK DONE FOR
NON-DOD GOVERNMENT SPONSORS AND PRIVATE PARTIES

1. Elements of Cost. Costs chargeable to non-DOD Government sponsors and private parties include the normally "funded" costs of civilian labor, overhead, material, contracts, travel, etc., which are chargeable to Navy or other DOD sponsors. In addition, "unfunded" costs are also charged to non-DOD Government sponsors and private parties to recover the full cost of military and civilian labor and support. These are based on statistical computations developed by the Navy. These additional cost factors are not applied when work for a private party is in connection with a Federal Government cost-reimbursement type contract. This is determined using enclosure (4).

2. Federal, Non-DOD Customers. Federal non-DOD customers will be billed at the approved stabilized hourly rates as are DOD customers. In addition, Federal non-DOD customers will be billed a proportionate share of the following unfunded costs:

	<u>Cost Estimate or Source</u>
a. Direct military labor when required in performance of work.	NAVCOMPT Manual 035750
b. Acceleration of military labor added to item (a) above to recover military benefits.	Officers - 27.4% Enlisted - 45.1%
c. Surcharges on material carried in a Federal supply system inventory:	
(1) 3.5% - Packing, handling, crating	
(2) 3.75% - Second destination transportation costs	

3. Private Parties. Private parties will be billed in the following manner:

	<u>Cost Estimate or Source</u>	
a. Direct civilian labor	Latest Federal pay schedule	
b. Civilian labor acceleration added to basic labor rates for leave and fringe benefits	NOSCNOTE 7600 (latest FY rates)	
c. 22.5% acceleration of direct civilian labor to recover full civilian retirement costs		(R)
	<u>Cost Estimate or Source</u>	
d. Direct military labor when required in performance of work	NAVCOMPT Manual 035750	
e. Acceleration of military labor added to item (d) above to recover military benefits	Officers - 27.4% Enlisted - 45.1%	(R) (R)

	<u>Cost Estimate or Source</u>
f. Stabilized indirect and general overhead rates applied to all direct hours (<u>military</u> and <u>civilian</u>)	NOSCNOTE 7600 (latest FY rates)
g. Unfunded indirect and general overhead rates applied to all direct civilian and military hours	NOSCNOTE 7600 (latest FY rates)
h. All other direct costs such as material, travel, contracts, service center usage	Actual cost
i. Use of Government-owned equipment by private parties. Use NAVCOMPT source cited; however, rate charges to private party may not be less than prevailing local commercial rate	NAVCOMPT Manual 035881
j. An asset usage charge of approximately 2% will be added to the sum of all costs included in items (a) through (i) above	NOSCNOTE 7600 (latest FY rates)
k. Surcharge on material carried in a Federal supply system inventory:	
(1) 3.5% - Packing, handling, crating	
(2) 3.75% - Second destination charges	
l. A 3% administrative surcharge will be added to the sum of all costs included in items (a) through (k) above.	

4. Sample - Federal (Non-DOD) Customers

	a. Civilian labor - 100 regular direct hours X \$22.00 (stabilized labor rate)	\$2,200.00
R)	b. Indirect and general overhead -	2,500.00*
R)	100 hours X $\frac{\text{IND}}{\$8.00} + \frac{\text{GEN}}{\$17.00}$	
	c. Material and travel estimate	1,000.00
	d. Military direct labor - 50 hours X \$12.55 (E-7 rate)	627.50
	e. Military acceleration - 45.1% of \$627.50	127.63

*Assumes civilian and military personnel are in a technical department (direct cost center) applying both indirect and general overhead. Rates used are for illustration only and are not keyed to an actual cost center.

f. Indirect and general overhead applicable to military direct labor -	1,250.00*	(R)
50 hours X $\frac{IND}{\$8.00} + \frac{GEN}{\$17.00}$		(R)
Total cost of job	<u>\$7,705.13</u>	(R)

5. Sample - Private Parties

a. Civilian labor - 100 regular direct hours X \$14.12 (GS-12, step 1)	\$1,412.00	
b. Civilian labor acceleration - 32.0% X \$1,412.00	451.84	
c. Unfunded civilian retirement - 22.5% X \$1,412.00	317.70	(R)
d. Military direct labor - 50 hours X \$12.55 (E-7 rate)	627.50	
e. Military acceleration - 45.1% of \$627.50	283.00	(R)
f. Indirect and general overhead -	3,750.00*	(R)
150 hours X $\frac{IND}{\$8.00} + \frac{GEN}{\$17.00}$		
g. Unfunded indirect and general overhead rates - 150 hours (military and civilian) X $\frac{IND}{\$1.19} + \frac{GEN}{\$1.71}$	285.00*	(R)
h. Material and travel estimate	1,000.00	
i. Rental of Equipment 1/2-ton panel truck used by private party sponsor - 1 day X \$40.00 per day + 30 miles X \$.20 per mile (local prevailing rate)	46.00	
Subtotal	<u>\$8,173.04</u>	(R)
j. Asset usage charge - 2% of subtotal	163.46	(R)
Total cost of job	<u>\$8,336.50</u>	(R)
k. Administrative surcharge - 3% of total	250.09	(R)
TOTAL COST ESTIMATE	<u>\$8,586.59</u>	(R)

*Assumes civilian and military personnel are in a technical department (direct cost center) applying both indirect and general overhead. Rates used are for illustration only and are not keyed to an actual cost center.

FINANCIAL REQUIREMENTS - PRIVATE PARTIES AND NON-FEDERAL AGENCIES

The following Navy policies and procedures govern work done by the Naval Ocean Systems Center (NOSC) for private parties or non-Federal agencies.

1. NOSC is authorized to provide work, services, and facilities to non-Federal agencies and private parties when it is in the interest of the Navy to do so, when such services or facilities are not available from private industry, and when there is no issue of competition with private industry. To avoid competition with private industry, the NOSC Certification Form (enclosure (4)) should be signed by an appropriate company official.
2. It is contrary to Government policy for NOSC to execute a contractual document such as a purchase order where NOSC is being requested to perform services. Receipt of such orders will be acknowledged if requested, but not signed. They are useful mainly as a description of the services requested.
3. Bids, as such, cannot be furnished by NOSC.
4. Estimates of cost can be furnished.
5. No promise or guarantee can be given as to time of completion.
6. Work will be undertaken on a cost-reimbursable basis. The cost estimate is not a fixed price, and there is no guarantee regarding completion of work within the estimate. Although no guarantee can be made, in the event it becomes apparent the project cannot be completed within the estimate, NOSC will immediately inform the sponsor and discuss the course of action desired. The sponsor will be given a monthly report of expenditures showing total costs plus surcharge and available balance.
7. Work cannot begin until a NOSC Certification Form, an Indemnity Agreement (as required in paragraph 9 below), and an advance deposit covering the estimated cost of work are received by NOSC. Checks should be made payable to the Naval Ocean Systems Center and mailed to the Naval Ocean Systems Center, Attn: Code 12212, San Diego, CA 92152-5122. (R)
8. NOSC is required by Navy regulations to apply special cost factors to work for private parties and non-Federal agencies. These factors are referred to as "unfunded costs" and include military personnel costs, the full cost of fringe benefits, and a surcharge for depreciation of Center assets. These "unfunded costs" may be waived if the work ordered is financed through a Federal Government cost-reimbursement type contract. Paragraph 3 of the NOSC Certification Form provides for a determination of the appropriate category of the work.
9. An executed indemnity agreement in the format of enclosure (5) must be received by NOSC before any work may start. However, this indemnity agreement is not needed for a Government contractor charging work and any attendant insurance expense to a Government cost-reimbursement contract. The NOSC Certification Form, paragraph 4, provides for a determination of the appropriate category of the work.

NOSCINST 7030.1C
18 March 1985

10. When work is done by NOSC for private parties in connection with a Government contract, any supplies furnished by NOSC shall not be considered to be Government-furnished material or Government-furnished property within the meaning of any Government procurement contract, and the Government does not warrant the suitability of such work for any particular purpose.

R) For additional information about NOSC's financial policy, please contact Mr. N. Workman, Code 12, Naval Ocean Systems Center, San Diego, CA 92152-5000, telephone (619) 225-2027.

NOSC CERTIFICATION FORM
(To be completed by private parties requesting services
from the Naval Ocean Systems Center)

1. Description of work or services to be performed by NOSC:

2. Commercial facilities or services are not available to perform the work described in paragraph 1 above.

3. (Check a or b)

- ☐ a. This work is not being charged to a Federal Government cost-reimbursement type contract.
- ☐ b. This work is being charged to a Federal Government cost-reimbursement type contract number _____, sponsored by _____
(U.S. GOVERNMENT AGENCY)

4. (Check a or b)

- ☐ a. This work and related insurance expense is not being charged to a Federal Government cost-reimbursement contract. A fully executed Indemnity Agreement is enclosed.
- ☐ b. This work and related insurance expense is being charged to Federal Government cost-reimbursement type contract number _____, sponsored by _____
(U.S. GOVERNMENT AGENCY)

Therefore, the Indemnity Agreement has not been executed in accordance with your instructions.

5. It is understood that if this work is for a Federal Government contractor any supplies furnished by the Naval Ocean Systems Center shall not be deemed to be Government-furnished material or Government-furnished property within the meaning of any Government procurement contract and the Government does not warrant the suitability of such work for any particular purpose.

Certified by: _____

Title: _____

INDEMNITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned _____,
(NAME OF CORPORATION)
a corporation organized and existing under the laws of the State of _____,
in consideration of permission granted for (DESCRIBE WORK, SERVICES, OR FACILITIES REQUISITIONED)

at _____,
(LOCATION)

and as a condition precedent thereto, does hereby expressly agree to indemnify and hold harmless the United States Government, its agencies and instrumentalities against all suits, actions, claims, costs, or demands (including without limitation, suits, actions, claims, costs, or demands for death, personal injury, and property damage) to which the Government, its agencies, and instrumentalities may be subject by reason of damage or injury (including death) to the property or person of anyone, whomsoever they may be, arising or resulting from any and all operations hereafter performed either by the Naval Ocean Systems Center, San Diego, or by the undersigned, its agents, employees, or subcontractors in (ENTER DESCRIPTION OF WORK)

or effecting any other work which the undersigned may require at _____ during the time
(LOCATION)

that the above described work is performed, or in any other way arising therefrom or connected therewith.

NOSCINST 7030.1C
18 March 1985

The undersigned hereby waives any and all claims which, but for this waiver, it may have, or which it may hereafter acquire, against the United States Government, arising out of the operations above described.

IN WITNESS WHEREOF, this waiver has been duly executed this

_____ day of _____, 19__

(Corporation)

(CORPORATE SEAL)

By _____
President

CERTIFICATE

I, _____, certify that I am the

Secretary of the Corporation

executing this waiver; that _____, who
signed this waiver on behalf of said corporation was then President thereof,
that the seal affixed to this waiver is the corporate seal of said Corporation,
and that said waiver was duly signed for and in behalf of the said Corporation
and said corporate seal was affixed thereto by authority of its governing body.

Secretary

Enclosure (5)

WORKERS COMPENSATION CERTIFICATE

It is certified by _____ (Name of Agency) _____ that _____ (Name of Retiree) _____, a retiree, will be entitled to Workers Compensation Coverage by _____ (Name of Agency) _____ as if he/she were an employee of _____ (Name of Agency) _____ in connection with illness or injury arising out of or incurred in the course of this work on _____ (Description of Project) _____.

Date: _____

Signed: _____

For: Name of Agency

CLIENT EVALUATION FORM

(Confidential)

1. CLIENT: _____
2. Name of the Technical Assistant (TA): _____
3. Title of the assignment: _____
4. How long did the assignment last? _____
5. About how much time per week did the worker spend? _____
6. Did you have good communications with: (Circle one)

Yes (on a scale of 1 to 5) No

The worker	1	2	3	4	5
------------	---	---	---	---	---

The Program Office	1	2	3	4	5
--------------------	---	---	---	---	---

7. Do you feel that the individual made a worthwhile contribution to the program to which he/she was assigned?

8. What were the individual's main duties? _____

9. What aspect of the Technical Assistance Program (TAP) was the most valuable to you?

10. Was the individual assigned technically qualified for the assignment?
Yes No If no, why not?

11. Are there other assignments in your program in which you would like to have assistance?

12. Estimate the dollar value of this project .

Client: Title

Date _____

Signature _____

Firm _____

RETIREE REQUEST FORM

1. Name of Agency/Organization _____
Business Address _____

(zip code)

Phone Number _____

PROJECT DESCRIPTION

Describe briefly the Problem to be solved: _____

(append all support materials)

2. Resulting desired product(s): (Examples: manual, procedure, research study, etc.) _____

(append all support materials)

3. Name of Responsible Project Coordinator _____ (organization)

4. Estimated length of time to complete project. (circle one)

Months: 1 2 3 4 5 6 12 18 24 ongoing

5. Give title or technical designation of skill(s) desired for task, if known. (i.e., type of engineering, scientific specialty, administrative expertise, etc.)

6. In connection with the project, will provided individual(s):

a. Have use of company car? _____ YES _____ NO

b. Will be reimbursed privately owned vehicle mileage? _____ YES _____ NO

c. Be provided reasonable work space with access to phone? _____ YES
_____ NO

d. Other _____

7. Project work location(s) _____

(Room)

(Building)

(Address)

Hours of organization (or preferred work schedule): _____

8. Purpose of Organization: Attach descriptive material

9. Suggested dates available for discussion (Name 2, allow 3 weeks lead time, state if you would prefer at NAVOCEANSYSCEN or office). _____

10. If assistance is not available, what will happen to this project? _____

11. Was project delineated in your annual budget? _____

DO NOT WRITE BELOW THIS LINE

Date Received _____ Log No.: _____

Assigned Analyst: _____

Analysis: _____

Response to Requestor: (VIA: Phone (): Mail(): Visit():

TASK:

a) REJECTED: _____ DATE: _____

b) ACCEPTED: _____ DATE: _____

SIGNATURE _____

Negotiated agreement No. _____

Project Report, Log No. _____

Organization, follow-up evaluation, log No. _____

Log No.:

RETIREE REPORT FORM

Please describe your assignment:

1. Name of organization you helped: _____
2. Supervisor or contact person: _____
3. Starting date of assignment _____ Ending date _____
Approximate time spent on project _____
4. Main functions or activities:
5. Problems (type, with whom, etc.):
6. Reimbursed expenses (received from organization):
7. Estimated Value of your Technical Contribution
8. Availability for future assignments:

9. Additional remarks:

Signature of "Retiree"

Date: _____

TAP ASSIGNMENT FORM

From: _____

To: _____ Phone: (W) _____
(H) _____

Address: _____ (Organizational Affiliation)

Assignment: _____ Starting Date: _____
(Description)

Department: _____ Division: _____

On-site Supervisor: _____ Telephone: _____

Days/Hours: _____

Length of Service: _____

Job Title: _____

Duties: _____

Special Skills/Characteristics: _____

Days, Times of Assignee's Responsibilities: _____

You have chosen an assignment which we hope you will find challenging and rewarding in terms of your personal growth and professional development. Our staff will provide the support, supervision, training, and recognition that you deserve as a valuable member of our organization.

In return, we ask that you accept the responsibility of this assignment by agreeing to work within the guidelines of your job description, to respect issues of confidentiality, and to abide by the same policies and procedures governing all municipal workers.

If, at any time, you cannot come in as scheduled, please notify your supervisor. We will make every effort to adjust your hours as needed.

Should you have any questions about your assignment, please feel free to contact the TAP Office.

Signature

I agree to fulfill the roles and responsibilities as outlined in this job description for a trial period of from _____ to _____.

Assignee's signature

date

TAP Office

date

Retiree Questionnaire

The Technical Assistance Program (TAP) links retired persons with community needs. Personnel seeking opportunities that match their interests and talents can serve as consultants or advisors; thus, can add a technical dimension to the solutions of community problems and plans.

By translating your capabilities and skills into action you can experience personal satisfaction when you see your work making a measurable difference in San Diego County. Do not underestimate how valuable your lifelong experience and training are in serving our greater community.

TAP is open to all of you, including those who have part-time consulting or other commitments. I would like to hear from you. Please complete this questionnaire and return it to the address given below.

The purpose for requesting the information on this form is to collect information to use in building a skills bank to support the Laboratory's Technical Assistance Program.

Furnishing the information on this form is voluntary.

Individuals have the right to review their own records in accordance with Laboratory Policies. Information on these policies can be obtained from the Personnel Department.

NAME: _____ ADDRESS: _____

PHONE: _____

TOWN OF RESIDENCE: _____

EDUCATION: _____

DEGREES: _____

OTHER TRAINING: _____

(i.e., Volunteer Fireman, special equipment use): _____

HOBBIES: _____

SPECIAL INTEREST AREAS: _____

ORGANIZATIONS: _____

(Professional and civic): _____

AREA OF EXPERTISE (e.g., Computer Science, Electrical Engineering Management, Physics, etc.): _____

Which of the following areas would you be interested in?

Communications

Computers

Other (Please Specify) _____

What is the level of your interest in participating in the Technical Assistance Program? (circle one) HIGH MEDIUM LOW

Would you volunteer your own time to (please check one):

	Yes	No	Undecided
a. Own City	_____	_____	_____
b. Neighboring City	_____	_____	_____
c. Anywhere in County	_____	_____	_____
d. Assist small business in identifying technologies to improve product lines	_____	_____	_____
e. Interface with other Federal laboratories to seek technology solutions	_____	_____	_____

Are you currently Employed (if yes, identify): _____

(Ethics Code and other regulations preclude certain employed Federal retirees from participation.)

Do you have any physical restrictions to the work you can perform? Yes No
If yes, list restrictions: _____

Do you have your own transportation?

Yes No

In what ways would you be willing to assist local and state governments, communities, agencies and non-profit organizations? (Circle all that apply)

- a. Technical and professional advice/consultation
- b. Technical skills to accomplish a task
- c. Teaching/training
- d. Public speaking
- e. Counseling/youth work
- f. Any way: clerical, physical, technical, professional, administration
- g. Other: _____

Would you desire to staff the TAP Office? Yes _____ No _____

When are you available?

Hours per week _____ Almost any time: Yes _____ No _____

Any preferred days and hours: _____

Weekends: _____ Evenings: _____ Weekdays: _____

Regularly scheduled vacation periods: _____

Do you prefer any particular type of client age group?

Signature

Date

Thank you for your interest in the NAVOCEANSYSCEN Technical Assistance Program (Retirees). We now have a good idea as to your general skills, abilities, and desires. All data will be placed in a skillsbank (Confidential) and matched to requests from local governments. Matches will be forwarded to you for your review and commitment.

Return form to:

Head, Industry R&D Programs Office
Code 0141
Naval Ocean Systems Center
San Diego, CA 92152
Telephone (619) 225-6281

TAP (EMPLOYEE) QUESTIONNAIRE

The Technical Assistance Program (TAP) links technically skilled persons with community needs. Volunteers seeking opportunities that suit their interests and talents can serve as consultants or advisors and thus can add a technical dimension to the solutions of community problems and plans.

By translating your capabilities and skills into action you can experience personal satisfaction when you see your work making a measurable difference in San Diego County. Do not underestimate how valuable your lifelong experience and training are in serving our greater community.

The purpose for requesting the information on this form is to collect information to use in building a skills bank to support the laboratory's Technical Assistance Program.

Furnishing the information on this form is voluntary.

NAME: _____ ADDRESS: _____

PHONE: _____

TOWN OF RESIDENCE: _____

EDUCATION: _____

DEGREES: _____

OTHER TRAINING: _____

(i.e., Volunteer Fireman, special equipment use): _____

HOBBIES: _____

SPECIAL INTEREST AREAS: _____

ORGANIZATIONS: _____

(Professional and civic): _____

AREA OF EXPERTISE (e.g., Computer Science, Electrical Engineering Management, Physics, etc.): _____

Which of the following areas would you be interested in?

Communications

Computers

Other (Please Specify) _____

What is the level of your interest in participating in the Technical Volunteer Service? High Medium Low

Would you volunteer your own time to:

	Yes	No	Undecided
a. Own City	_____	_____	_____
b. Neighboring City	_____	_____	_____
c. Anywhere in County	_____	_____	_____
d. Assist small business in identifying technologies to improve product lines	_____	_____	_____
e. Interface with other federal Laboratories to seek Technology Solutions.	_____	_____	_____

Do you have your own transportation?

Yes _____ No _____

In what ways would you be willing to assist local and state governments, communities, agencies and non-profit organizations? (Circle all that apply)

- a. Technical & professional advice/consultation
- b. Technical skills to accomplish a task
- c. Teaching/training
- d. Public speaking
- e. Social service/counseling/youth work
- f. Any way: clerical, physical, technical, professional, administration
- g. Other: _____

When are you available?

Hours per week _____ Almost any time? Yes _____ No _____

Any preferred days and hours _____

Weekends: _____ Evenings: _____ Weekdays: _____

Regularly scheduled vacation periods: _____

Do you prefer any particular type of client or age group?

WOULD YOU BE INTERESTED IN:

1-2 Year Intergovernmental Personnel Act (IPA)
Assignment (may involve change of residence). _____

1-2 year IPA Assignment (local).

Would you like to have more information on the
Technology Transfer Program?

Would you like to be included on the mailing list
for Technology Transfer?

Signature

Date

Thank you for your interest in the NAVOCEANSYSCEN Technical Assistance Program. We now have a good idea as to your general skills, abilities, and desires to volunteer your time. All data will be placed in a skillsbank (Confidential) and matched to requests from local governments. Matches will be forwarded to you for review and commitment.

LOAN AGREEMENT
between
NAVAL OCEAN SYSTEMS CENTER (NOSC)
San Diego, CA 92152

and

(Borrower)

(Borrower)

THIS AGREEMENT, entered into as of the ____ day of _____ 19____, by and between the Department of the Navy represented by the Commander, Naval Ocean Systems Center (hereinafter referred to as the "NAVY") or his duly authorized representative executing this agreement, and the _____ (Hereinafter referred to as the "BORROWER") represented by an official thereof authorized to execute this agreement.

WHEREAS, the BORROWER has requested a loan of the property listed in the schedule heretoattached (hereinafter referred to as the "ITEMS") for the purpose of _____

and

WHEREAS, the NAVY is willing to loan the property covered by this agreement under the authority of Section 601 of the Economy Act of June 30, 1932, as amended (31 U. S. Code 686).

Now THEREFORE, in consideration of the premises and the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The Navy does hereby loan to the BORROWER the ITEMS listed in the schedule hereto attached.

2. The use of the property by the BORROWER shall terminate _____ months after the date first above written unless the Agreement is sooner terminated by the Navy pursuant to paragraph 8 hereof.

3. The NAVY makes no representation of warranty either as to the condition of the property or as to its usefulness for any purpose whatsoever.

4. Title to the property shall remain with the NAVY during the period of this loan.

5. THE BORROWER shall:

a. Pay all costs incident to preparation of the ITEMS for shipment and transportation and, upon expiration or termination of the loan period, pay all costs incident to the return of the ITEMS, including costs necessary to prepare the ITEMS for storage or reinstallation (if the ITEMS at the commencement of the loan period were installed at NAVY facilities).

b. Maintain, protect, preserve, and repair the ITEMS, including necessary replacement of parts, and return such ITEMS in as good a condition as when received, normal wear and tear excepted.

c. Replace the ITEMS in the event of loss or damage, or, at the option of NAVY, reimburse NAVY for value thereof.

d. Not transfer custody or possession of the ITEMS or authorize use thereof for purposes other than specified in the first above recital.

6. The BORROWER shall protect all proprietary, patent, and industrial rights in the property, the information furnished with the property, and the information derived from it.

7. The BORROWER shall safeguard any classified military information or property loaned under this agreement to the extent that the NAVY shall, by separate written instructions, advise the BORROWER of such classification and the policies regarding downgrading, declassification, and release of information to the public.

8. The NAVY reserves the right to terminate this Agreement as to the ITEM loaned whenever it determines that it requires immediate use thereof.

In WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day an year first above written.

NAVAL OCEAN SYSTEMS CENTER (NOSC)
San Diego, CA 92152

By _____

Title _____

By _____

Title _____

(BORROWER)

AFFIDAVIT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned _____
(Name of corporation or other interested entity)

- (1) A corporation organized and existing under the State of _____
- (2) A sole proprietorship doing business in the State of _____
- (3) A partnership/joint venture doing business in the State of _____
- (4) A non-profit organization doing business in the State of _____
- (5) Other _____
(Identify entity)

in accordance with applicable Federal and State law, does hereby make the following assertion of fact.

The undersigned entity herein named desires to participate in the Technical Assistance Program (Program), sponsored by the Naval Ocean Systems Center. It understands that the Naval Ocean Systems Center, an instrumentality of the Federal Government, cannot compete with the private sector in providing goods and services under this Program. Therefore, in order to participate, the undersigned entity does confirm that it has no monies available and no planned budget established either now or within the following year designed to accomplish the tasks and overall goals of the Program.

APPENDIX C - SAMPLE LETTERS/BROCHURES

Draft letters to be used in the TAP to:

	<u>Page</u>
A. "Clients"	
1. Sample letter announcing the TAP Demonstration Project	C-3
2. Sample letter announcing full TAP	C-5
3. Sample general letter to "Generic Community User"	C-7
B. To NOSC Retirees	
1. Sample letter to forward survey form	C-9
2. Sample letter to be used with Brochure, "Retired Technologist"	C-11
C. Sample Letter to NOSC Employees	C-13
Brochure	
D. The Technical Assistance Program	C-15

(Sample letter announcing the TAP Demonstration Project)

LETTER HEAD

Naval Ocean Systems Center (NAVOCEANSYSCEN) is the principal Navy research, development, test and evaluation center for command, control, and communications; ocean surveillance; surface and air launched undersea weapons systems, and submarine arctic warfare.

NAVOCEANSYSCEN is a full-spectrum Center for planning and intelligence inputs through the command, control and decision-making process via communications to the fleet user in terms of weapons and electronic warfare (EW). Major areas of RDT&D work include command, control and communications (C³), EW, Ocean surveillance, antisubmarine warfare (ASW) weapon systems, ocean science, ocean engineering, biosystems research, submarine arctic warfare and related technologies. NAVOCEANSYSCEN also pursues an extensive in-house and Navy program of systems analysis and evaluation to provide support for in-service systems and direct assistance to the Fleet.

The NAVOCEANSYSCEN has a technical staff of _____.

The Industry Research and Development Programs Office is tasked with the mission of making available NAVOCEANSYSCEN expertise to state and local governments or other user groups within Department of Defense regulation. To accomplish this, a reservoir of technical experts composed of former employees (retirees) has been established within a program entitled "Technical Assistance Program (TAP)."

Local officials can turn to TAP when faced with a problem within such technical areas as: _____, _____, _____.

Should you have a technical problem which may fall within any of the areas above, please contact:

Please note that the TAP is composed of individuals who have agreed to donate their time. If considerable time is required to complete the task, it may be necessary to set some remuneration. In any event, a formal agreement will be negotiated.

(Sample letter announcing full TAP)

LETTER HEAD

Dear _____:

The office of Industry Research and Development Programs of the Naval Ocean Systems Center is currently setting up a Technical Assistance Program Skills-bank to expand its program for maximizing laboratory expertise available to local and state governments, nonprofit organizations, and small business.

Personnel from the laboratory's technical work force of physicists, chemists, engineers, and computer scientists as well as its retired employees will be available to local city, county and state governments to work with your technical personnel at minimum cost or no cost to the user to solve some of the urgent and common problems facing all of us.

Technology Transfer projects already completed under a demonstration Program include:

We will be contacting you over the next several months to keep you informed of our progress and to seek your input as to how we can best respond to your needs. If in the interim, you wish to discuss the Technical Assistance Program in more detail or have any questions, please feel free to contact the undersigned on (619) 225-6281.

(Sample general letter to "Generic Community User")

Confused by high tech? Short on technical advisers? How about being stuck with sophisticated, but inoperable equipment and a defunct manufacturer? There may now be help for this kind of dilemma.

The Naval Ocean System Center (NOSC) is initiating a Technical Assistance Program. Technical Assistants are scientifically trained laboratory associates who use personal time and skill to community aid projects.

Technical Assistants never preempt the work of consultants or municipal employees. Rather, they extend a municipality's technical decision-making ability or fill in technology gaps where tight budgets don't stretch.

NOSC, of course, can't handle every problem. We carry out a specific mission for the Navy that requires specialized technical disciplines. However, in identified areas, NOSC has some of the nation's leading expertise. It is in these particular areas that NOSC Technical Assistants plan to share their talents.

This sharing of R&D expertise is a result of the 1980 PL96-480, better known as the Stevenson-Wydler Technology Innovation Act. Congress, in passing this law, encouraged Federal laboratories to share the benefits of billions of dollars worth of taxpayer-financed R&D; thereby strengthening the country's communities whether that be state and local government or the business sector. In other words, the Act mandated that American knowhow be put to work for Americans.

Technical assistance is very much a grassroots effort between Federal laboratories and their neighbors. No National policy spells out the kinds of problems to be addressed. Therefore, careful give-and-take negotiations determine what local problems exist and would be appropriate for NOSC to tackle. The following list of completed Technical assistance projects demonstrates what was done in other communities: a talking computer was built for a young woman with cerebral palsy; a solar heating system was designed for a municipal swimming pool; a fishegg sorter and an elementary school planetarium (both with complicated electronics and bankrupt manufacturers) was repaired; state police photographers were trained in new lighting techniques for crime scenes, and a school bus company was shown how to implement a VisiCalc spreadsheet for bus routing.

Generally, the projects are one-time and of a short duration. Long-term studies belong more appropriately to paid consultants. Many times, the assistance provided is no more than educated advice, but because that education is specialized and costly, even a few minutes of help is of great benefit to the community.

If you think your organization could use Technical assistance in the fields of:

- 1.
- 2.
- 3.
- 4.

call Dr. Richard November, NOSC's Technology Transfer Coordinator, at _____ and discuss your particular situation.

(Sample letter to forward survey form)

MEMORANDUM

From: Head, Industry R&D Programs Office, Code 0141
To: NAVOCEANSYSCEN Retirees

Subj: TECHNICAL ASSISTANCE PROGRAM

Encl: (1) Survey Form

1. As a major step in implementing the Stevenson-Wydler Technology Innovation Act, the Laboratory is organizing an official Technical Assistance Program (TAP) using retired employees. This program will be an integral part of our mission to provide technical assistance and support to state and local governments, non-profit organizations, and small businesses. It will provide us an opportunity to make a statement, through action, that NAVOCEANSYSCEN is genuinely concerned about all aspects of community and National welfare.

The Technical Assistance Program will provide an opportunity for you to become actively involved in technical assistance projects with school districts, city, county and state governments, and local organizations. You will be able to contribute directly to the solution of urgent technical problems affecting these agencies at a time when other resources are drying up. Your participation can be in the form of direct technical assistance, as a source of information, or an opportunity to act as a consultant in an advisory capacity.

2. Enclosure (1) is a short questionnaire designed to tell us about your talents and interests, as well as a fact sheet with additional information about the purpose and benefits of the TAP. Please complete the questionnaire and return it to us in the enclosed envelope by _____. The questionnaire information will allow us to establish our skills bank for the Technical Assistance Program.

With your help, we can make this opportunity pay off for the lab as well as for our communities.

(Sample letter to use with Brochure, "Retired Technologist")

LETTER HEAD

Dear _____:

We know you are excited about your approaching retirement. Free time, sleeping late, more recreation. You have certainly earned this new flexibility.

However, you have been a valuable team member here at NOSC. Throughout your career, your technical talents have been important to the United States. And the speed of technical advancement being what it is, America still has need of your technical talents.

We would like you to consider Technical Assistance as part of your new lifestyle. You won't be paid, of course, but other rewards outweigh monetary considerations. As a Technical Assistant, you can continue to use your technical skills within a self-determined timeframe. You might do something like help the local fire department select cost-effective two-way radios. Such a choice is confusing when amps, voltage and distance don't make sense. Or maybe, you could help the police department consider their options in cell monitoring devices, or use statistical forecasting to plot future crime patterns. Perhaps computers are your forte and you would get a kick out of holding hands with a local non-profit organization as it tries to size its computer hardware needs.

A Technical Assistance Program is designed to fit the modern technical retiree, it preserves a lifetime of importance by shifting the emphasis from National to local needs. Please sign up now to be a part of our Skillsbank, even if you want the next two months free to paint the house. We're ready when you are!!

Call _____ at _____ if you want to discuss the program in detail.

(Sample letter to NOSC employees)

MEMORANDUM

From: Head, Industry Research and Development Programs Office, Code 0141
To: NAVOCEANSYSCEN Employees
Subj: TECHNICAL ASSISTANCE PROGRAM
Encl: (1) Survey Form (Questionnaire)
(2) Fact Sheet on Technical Assistance Program

1. As a major step in implementing the Stevenson-Wydler Technology Innovation Act, the laboratory is organizing an official Technical Assistance Program for both active and retired employees. This program will be an integral part of our mission to provide technical assistance and support to state and local governments, non-profit organizations, and small businesses. It will provide us an opportunity to make a statement, through action, that NAVOCEANSYSCEN is genuinely concerned about all aspects of community and National welfare.

The Technical Assistance Program (TAP) will provide an opportunity for you to become actively involved in technical assistance projects with school districts, city, county and state governments, and local organizations. You will be able to contribute directly to the solution of urgent technical problems affecting these agencies at a time when other resources are drying up. Time may be donated in the evenings or on weekends. Your participation can be in the form of direct technical assistance, as a source of information, or an opportunity to act as a consultant in an advisory capacity.

2. Enclosure (1) is a short questionnaire designed to tell us about your talents and interests, as well as a fact sheet (enclosure (2)) with additional information about the purpose and benefits of the TAP. Please complete the questionnaire, and return it to Code 0141, using the Laboratory mail by _____. The questionnaire information will allow us to establish our skillsbank for the Technical Assistance Program.

With your help, we can make this opportunity pay off for the laboratory as well as for our communities.

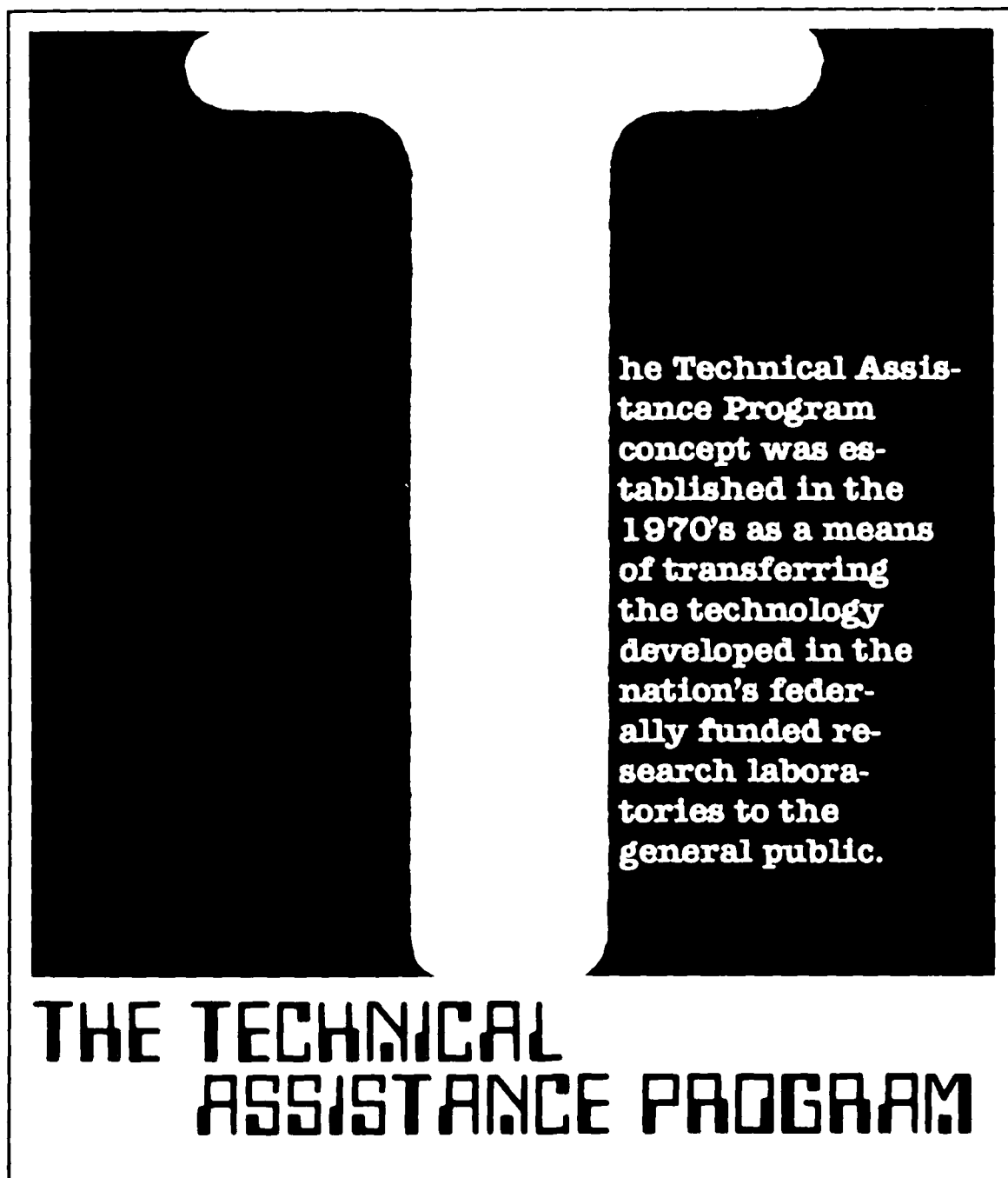


Figure 1. Draft Brochure - The Technical Assistance Program

WHAT IS THE TECHNICAL ASSISTANCE PROGRAM?

The Technical Assistance Program concept was established in the 1970's as a means of transferring the technology developed in the nation's federally funded research laboratories to the general public. The success of the program depends upon the time and effort contributed by persons such as yourself who serve as Technical Assistants.

WHAT IS A TECHNICAL ASSISTANT?

A Technical Assistant is a scientist or engineer with a lifetime of expertise, someone who cares deeply about the community in which he/she lives. Technical Assistants are experts in their field and are able to offer a problem solving skill that would not otherwise be available. The Technical Assistant could be asked to define the parameters of a problem, or

Figure 1. Draft Brochure - The Technical Assistance Program (contd)

translate the technical language of the scientist into the words more easily understood by the nontechnical person.

HOW CAN I HELP?

This program gives you the opportunity to put your skills to work. As a Technical Assistant, you may be called upon to help state or local governments, a small business person, or one of the many nonprofit organizations.

Some of the ways in which Technical Assistants have helped their communities include the following:

developing talking computers for the nonvocal handicapped . . .

creating robots to help state police in a grammar school campaign to encourage seat belt use . . .

alleviating acoustical problems in churches and municipal buildings . . .

designing and fabricating tools to repair an antique lumber wagon on the town green . . .

Figure 1. Draft Brochure - The Technical Assistance Program (contd)

developing a pilot program for treating sewage waste.

These are just a few of the ways in which Technical Assistants have been able to bridge the technology gap between research labs and the public.

WHAT ROLE DO THE FEDERAL RESEARCH AND DEVELOPMENT LABS PLAY?

Federal R&D labs have played key roles in changing the way America lives. Lasers, atomic fusion, medical research, agricultural production, and the exploration of the oceans and outer space are shaping the world of today and tomorrow. This research has resulted in a variety of byproducts we take for granted as a part of our everyday life, freezer-to-table cookware, heart pacemakers, bulletproof vests, fetal sonar scans, adjustable walkers for the handicapped, and even freeze-dried coffee.

Figure 1. Draft Brochure - The Technical Assistance Program (contd)

WHAT IS THE TECHNOLOGY INNOVATION ACT?

Innovative use of technical skills to aid the American public is part of the national technology transfer (T2) effort called for by PL 96-480, the Stevenson-Wydler Technology Innovation Act. This effort needs you. For more information about the Technical Assistance Program in the San Diego area call (619) 225-6281 or fill out the attached form and mail to:

Naval Ocean Systems Center
Code 0141, Catalina Boulevard
San Diego, California 92152-5000

Name _____

Address _____

City _____

State _____

Zip _____

Technical Background _____

Figure 1. Draft Brochure - The Technical Assistance Program (contd)



Naval Ocean Systems Center
San Diego, California 92162-5000

Technical Document 826
Approved for public release; distribution unlimited

Reviewed and approved by
William Gaines, CAPT, USN
Chief Staff Officer
October 1985

Figure 1. Draft Brochure - The Technical Assistance Program (contd)

APPENDIX D - TRAINING

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C. Technical Assistance Coordinator and Team Leader Training for TAP	D-7
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E. Qualifications of a Technical Assistant Trainer	D-14
F. General Agenda for Training	D-15

A. Orientation - New Technical Assistants (4 to 6 hours)

1. Review of NAVOCEANSYSCEN mission areas, product lines, and expertise
2. Briefing on NAVOCEANSYSCEN current organizational structure
3. Briefing on Industry R&D Program Office
 - a. functions
 - b. resources
 - c. location
 - d. support available
 - e. where T² program is at NOSC
4. Complete any personnel requirements
5. Complete any security requirements
6. Briefing from Public Affairs Office on public release

B. Technical Assistant Training

Objectives

1. To introduce the concept of technology transfer as practiced by Federal laboratories and focus on how Technical Assistants can enrich that process
2. Provide a historical survey of both movements, current legislation, accomplishments, participants, etc.
3. Introduce technically skilled retirees to the methods and practices of technical assistance
4. Brief retirees on the options they have regarding their own levels of involvement.
5. Inspire commitment, original thinking, and an entrepreneurial attitude about technical assistance participation
6. Outline the Technical Assistance Program management structure and the reporting requirements for projects
7. Outline constraints to the practice of technical assistance
8. Introduce factors that influence technical assistance projects in state and local governments and non-profit organizations

9. Discuss reimbursement policies, laboratory access issues, rules of library, contractor/consultant regulations, insurance, hold harmless agreements, liability concerns, and technical resources

10. Highlight personal rewards that might be expected

11. Skill development exercises

Education goals:

To develop understanding and a clear sense of the overall thrust to produce great benefits to the American public from taxpayer-financed research and development.

Specific topics:

1. Stevenson-Wydler Technology Innovation Act/Technology Transfer
2. Federal Laboratory Consortium/Technical Assistance Program
3. The variety of laboratory technology transfer goals
4. Possibilities for progress/grass roots action
5. Typical Technical Assistant roles
6. Functional fixedness
7. A survey of transfer problems

Communication goals:

To instill knowledge of what needs to be said, to whom, and at which points in time.

Specific topics:

1. The Technical Assistance Program (TAP) chain of command
2. Explaining your needs to community representatives
3. Getting what you need to do the project
4. Letting the community know the laboratory's limits
5. Feedback for the TAP Coordinator
6. Team meetings
7. Review Panel presentations
8. Reporting requirements

Constraints:

To inform technical assistants of the rules, regulations, and guidelines that must be considered while working on technical assistance projects.

Specific topics:

(Federal Level)

1. Stevenson-Wydler Technology Innovation Act of 1980
2. Agency (Navy, etc.)
3. Laboratory
4. Personal priorities

(State and Local Governments)

1. Political environment, elected vs administrative
2. Crisis management mode
3. Generalists vs scientists
4. Tight budgets
5. Short term problem-solving focus
6. Projects must be carried out on the public stage

Daily Details

This section looks at solving all the details of the projects in advance, the rules of behavior.

Specific topics:

1. Reimbursements
2. Clearances
3. Parking at laboratory/assignment site
4. Forms to fill out, agreements to sign
5. Liability
6. Insurance requirements
7. Library use

8. DoD regulations in regard to exchange of information

Consultants/Contractors

This section will instruct the Technical Assistants regarding measures to be taken to insure that the TAP is not used for private profiteering.

1. Guidelines for Technical Assistants who go to work for contractors or consultants.

2. Forms that must be signed as a Technical Assistant

Entrepreneurship

This section encourages assistants to use their life experiences in looking for new ways to apply technology in the communities in which they live.

Specific topics:

1. Looking for T² opportunities to bring back to ORTA
2. The 779 laboratory resources
3. The Technical Assistant as a laboratory outreach
4. A Technical Assistant is always "at work"

Rewards

This section outlines what Technical Assistants can hope to gain from their efforts:

Specific topics:

1. Recover your talent for America
2. Gratification through improvement
3. New job opportunities for yourself or others
4. Continue your association with the R&D effort
5. Economic development as a Technical Assistant
6. Be a pioneer
7. Create new opportunities to publish
8. Public speaking/information dissemination
9. Meeting new groups of exciting people

C. Technical Assistance Coordinator and Team Leader Training for Technical Assistance Program (TAP)

Course Content

1. To introduce the concept of technology transfer (T^2) as practiced by Federal R&D laboratories and focus on how technical assistance can enrich that process

a. Describe the T^2 process

b. Survey developmental problems that have slowed the growth

c. Demonstrate how technical assistants have provided manpower to perform a variety of technology transfer goals, depending on needs at the grassroots level

2. Provide a background for both technology transfer and the technical assistance movements

a. Survey history of both movements

b. Outline current legislation

c. Highlight accomplishments to date

d. Introduce the players in the National T^2 network: agencies, laboratories, T^2 coordinators, the Federal Laboratory Consortium, local user groups, and technical assistants.

3. Introduce the methods and practices of technical assistance

Methods:

- provide technical advice
- research problems/search for answers
- onsite consultation
- team projects
- task force/specialty groups
- long range planning input

Practices:

- Technical Assistant elects his/her involvement level with each new project

- Technical Assistants never take total responsibility for decision making. They add a technical dimension to local problem solving

- Everyone connected with T² tries to avoid creating unmet expectations

- Eliminate bad Federal image

- Project duration can span a single phone call to three eight-hour days per week, depending on the desires of the TA

4. Outline TAP management structure and reporting system for projects

a. Organizational chart

b. Outline roles:

- T² Coordinator

- TAP Coordinator

- Review Panel

- Coordinating Panel

- Technical Assistant

c. Demonstrate how network acts to requests

d. Lay out typical reporting cycles for three different types of TAP projects. Long term, advice, task force.

5. Explore Aspects of Technical Assistance

The responsibilities of a Technical Assistant:

- Time allotment

- Assessment of technical qualifications before task begins

- Conduct

- Procedures for handling problems

- Time/scheduling

- TAP updates

- Transportation

Technical Assistant Role:

- Project manager
- Liaison
- Technical assessment
- Problem definition
- Resource management
- Marketing/public relations
- Investigation

Technical Assistants can expect:

- Status
- Priority variance among users
- Increased need for humor/common sense
- Mission priorities interference
- Minimal intrusion by TAP management
- Help when needed
- Extended wait between projects

6. Consider constraints to the practice of Technical Assistance

- Limited budgets of user groups
- No competition with small business
- Political priorities of municipalities
- Crisis management mode of many organizations
- Language barriers between scientists/generalists
- Not to interfere policies
- Slowness to incorporate innovative ideas
- Retirees have been away from lab environment for a time
- Community antipathy toward military and Federal Government

7. Introduce factors that influence technical assistance projects

- Degree of commitment on part of the TAs
- Short staffing/lack of experience in using TAs
- Timeliness of project
- Elections
- Budget cycles
- Perceived job threat
- National priorities
- Economic conditions

8. Outline reimbursement policies, etc.

Reimbursement:

- generally none
- travel expenses may be worked out with user groups in advance
- projects tend to be local to avoid travel

Laboratory access:

(present scenario developed at NOSC)

- badges, full access - Emeritus Program
- escort badges
- no access except by special arrangement
- lab access through intermediary

Library access: (to be worked out by T² coordinator)

- full access, books, periodicals, databases with special purchase of appropriate materials
- Librarian considered part of team
- Limited access to books/periodicals
- Active research only on part of Technical Assistant
- Books/periodicals access, no database

- Access through intermediary

DoD information restrictions:

(To be developed on new regulations)

Contractor/Consultants

- Technical Assistants may not be in the active employ of NOSC subcontractors

- If they commence active employment while on TAP assignment, they will be expected to temporarily resign from program

- Each technical assistant must sign an agreement that they will not use technical assistance positions to gain unfair competitive advantage with regard to government contracts

Insurance

- Federal Government is self-insured

- Technical Assistants must maintain automobile insurance at required levels

- Workmen's compensation will be covered by user/laboratory (NOSC decision)

Liability:

- Hold harmless agreements
- Federal Government self-insurance
- Good Samaritan Act
- No court has ever paid damages against TAs

Technical Resources

- Library
- Currently employed researchers
- T² coordinator
- TAP coordinator
- FLC
- Other Federal laboratories

- Other technically skilled retirees
- Equipment loan

10. Highlight Personal Rewards

- Altruism
- Continued professional involvement
- Continued laboratory involvement
- Solve National problems
- Develop consultant business
- Career change
- Social contacts
- Travel/perhaps in Trust Territories program
- Promote avocational interests

11. Skill Development

- Problem assessment scenarios
- Interview techniques
- Brainstorm rules
- Meeting technology
- Problem solving role plays

D. Materials

Video:

Science and Society
Engineers Adapt Toys for the Handicapped
A Technical Assistant and a Mother

Slide Show:

The Technical Assistance Program

Printed Materials:

Text: Applied Imagination, Alex Osborn

Selected technical reports, reprints of key articles, legislation, viewgraphs, and portions of a self-training manual

Method:

Two days of training using lecture, visual presentations, role playing, brainstorming, paper and pencil exercises, and modeling.

E. Qualifications of a Technical Assistant Trainer

- Familiarity with Technology Transfer (T²), Technical Assistance Program (TAP), and the Federal Laboratory Consortium
- Experienced in technical assistance coordination
- Training experience
- Knowledge of experiential skill development techniques
- Knowledge of motivational requisites
- Knowledge and experience in the teaching of good meeting technology

Suggested condition for the training contract: The organization that gets the contract will use a NOSC Technical Assistant (or other NOSC employee designated by the Technology Transfer Coordinator) as a member of the training team. This will leave the skill to do necessary future training inside the laboratory.

F. General Agenda for Training

Day One

Coffee, registration, meet participants, dispense materials

Present total training agenda, details of the days, rules of the trainers

Introduce trainers, participants

Morning session: Introduce concepts

- Technology transfer
- Technical assistance
- Federal Laboratory Consortium
- Networking

Lunch

Spillover from morning session

Technical assistance in depth -- levels of involvement

Who, what, where, why?

Go over written materials

Q&A period regarding today's session/or future meetings

Day Two

Morning Session:

The details of TAP operation, reporting, legal details, Technical Assistants' responsibilities, forms, etc.

Afternoon:

Experiential skill development dealing with problems and constraints

Go over resources available

Q&A period for today and tomorrow

Day Three

Morning:

Skill practices. Examine personal rewards

Listen to group's concerns about their futures as Technical Assistants

Wrap up

G. Comments

1. Training will be updated yearly or if Technical Assistant turnover warrants.

2. Goal will be to turn training into videotape sessions with manuals.

APPENDIX E - PERSONNEL REQUIREMENTS FOR TAP

1. PERSONS WHO ARE NOT CURRENT FEDERAL EMPLOYEES Until authorized by legislation, the Department of the Navy is not permitted to accept service from persons who are not current Federal employees for the Technical Assistance Program

2. CURRENT FEDERAL EMPLOYEES Two types of Center employees are eligible to serve in the TAP: regular employees and emeriti employees.

a. Regular Employees

(1) Status NOSC permanent employees may serve in the program. Participation will be without compensation and must be done when not in a duty status. Employees may request annual leave or leave without pay in order to serve in the TAP.

(2) Management Approval Employees desiring to participate must submit a written request via their chain of command and Code 014 to Code 02 for approval. The request should outline in detail the assignment, the governmental entity for whom the work will be performed, the hours used, and any requested leave or variations of work schedule in order for management to assess the impact, if any, on Center mission accomplishment. If approved, the Coordinator of the program in Code 014 will administer program details.

b. Emeriti Employees

(1) Status NOSC Emeriti may serve in this program. Participation will be without compensation and Emeriti will remain in a non-pay status.

(2) Management Approval Emeriti who are interested in serving in the program must prepare a written request and submit it via Code 014 to Code 02 for approval. The request should include sufficient information regarding the assignment that it will be clear that the program objectives will be met.

c. General Employment Conditions When individuals are serving non-Federal entities in order to promote technology transfer the following conditions apply:

(1) Although serving in non-pay status, NOSC current Federal employees shall have coverage under Federal Tort Claim provisions and Federal Injury Compensation for injury sustained while serving in TAP assignments. Service is not creditable for leave or any other employee benefit.

(2) TAP members must be guided by Federal and Navy regulations regarding security, political activities restrictions and conflict of interest laws and regulations.

(3) The NOSC TAP Coordinator, Code 0141, shall maintain a time and attendance log reflecting TAP member's name, work location, hours and days worked. He shall prepare quarterly and annual reports summarizing TAP members' activity.

APPENDIX F - PUBLICATIONS FOR A TECHNOLOGY TRANSFER LIBRARY

As a minimum, the following publications will be needed in a technology transfer library.

National Technical Information Service (NTIS)

- Catalog of Government Patents, PB84-117589
- NTIS Newslite (includes Federal patents for license)
- Directory of Federal Resources, PB84-100015
- Federal Laboratory Directory, 1982, NBS SP646
- Booklet, "Agency and Laboratory Contracts Involved with the Transfer of Federal Technology", February 1984.

Navy T² Fact Sheet

Technical Transfer (Tectra) Newsletter - tectra database

Technology Utilization - A Guide to Federal Technology for Industry

Domestic technology transfer versus technology export control.

Newsletters from other Technical Assistance Programs

Annual T² reports from other Federal Laboratory Consortium (FLC) member laboratories

Urban innovation abroad

Venture (magazine)

Inc. (magazine)

NASA Tech Briefs

APPENDIX G - INTERGOVERNMENTAL PERSONNEL ACT INFORMATION

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NAVAL OCEAN SYSTEMS CENTER
San Diego, California 92152

NOSCINST 12334.1
141/RMS:ghe
7 August 1980

NOSC INSTRUCTION 12334.1

To: Branch Heads, Project Offices, and above

Subj: Intergovernmental Personnel Act (IPA) assignments to NOSC

Ref: (a) FPM 334

1. Purpose. To publish Center policy and procedure for assignments to the Naval Ocean Systems Center of university/college faculty members under the Intergovernmental Personnel Act (IPA).
2. Background. Reference (a) allows for university/college faculty members on a sabbatical leave of absence to be granted an IPA assignment to work at the Center. A training agreement must be negotiated and approved by both the university/college and NOSC.
3. Policy. It is the Center's policy that the maximum salary augmentation for faculty members on sabbatical leave of absence selected to work at NOSC on an IPA assignment is 50 percent of their regular university/college salary. Moving expenses (PCS) from the point of residence to NOSC and return and any perceived cost-of-living allowances will not be reimbursed by NOSC. Temporary duty (TDY) travel reimbursement will be limited to that required by the work assignment.
4. Approval Procedure. The following procedure will be utilized to obtain approval of a potential IPA assignment:
 - a. Directors and heads of major staff organizations will review each case for merit. The assigned Personnel Management Advisor will provide assistance in the process upon request.
 - b. Proposed assignments considered beneficial to NOSC will be routed to Codes 01/00 via Codes 14, 10, and 02. Supervisors/managers should make no commitments, implied or otherwise, to potential IPA candidates prior to Code 01/00 approval.
5. Directive Responsibility. The Head, Personnel Office, Code 14, is responsible for keeping this instruction current.


S. L. GUILLE

Distribution:
C

The Intergovernmental Personnel Act (IPA) of 1970

- o The IPA is intended to facilitate Federal-state-local-university cooperation through the temporary assignment of skilled personnel. The assignments permit civilian employees of Federal agencies to serve with eligible non-Federal organizations for up to two years without loss of employee rights and benefits. Eligible organizations include Federal agencies, state and local governments, non-profit institutions serving state and local governments, institutes of higher education, and Indian tribal governments.
- o Assignments are management-initiated and based on needs of participating organizations. The goal of the IPA mobility program is to facilitate the movement of personnel for short periods of time when this movement can serve a sound public purpose. Objectives cited in Chapter 334 of the Federal Personnel Manual (17 October 1983) on IPA Mobility Assignments include:
 - Strengthening the management capabilities of eligible organizations.
 - Assisting in the transfer and use of new technologies and approaches to solving governmental problems.
 - Involving state and local officials in developing and implementing Federal policies and programs.
- o Assignments are voluntary. Although an appointment may not be made to serve the convenience of the employee, participation is not mandatory. One of the benefits is to provide experience which will enhance the employee's performance in his or her regular job. Thus, the assignment is an opportunity, rather than a requirement.
- o Cost sharing arrangements for mobility assignments are negotiable between participating organizations. At NOSC, assignments can be supported totally by NOSC or the sponsoring organization for salary, fringe benefits, and travel. An incoming participant remains an employee of the sponsor, and NOSC reimburses the organization for the NOSC share of costs. Reimbursement guidelines are provided in FPM Chapter 334 on IPA Mobility Assignments.

The laboratory benefits both from incoming IPA assignments and outgoing assignments. Incoming staff can:

- o Provide new knowledge and resources not currently available to the laboratory.
- o Strengthen management capabilities by providing experienced personnel with relevant skills.

- o Assist in the transfer and use of new technologies and approaches; for example, a current member of the NOSC technology transfer staff is an IPA assignee from a university.
- o Develop a new set of contacts through the IPA assignee which has long term benefits, including recruitment of personnel. The value of contact with the assignee may extend far beyond that individual into new networks of professionals.

The value of an outgoing IPA assignment also has benefits:

- o Acquisition of new skills which benefit the laboratory: The assignment is temporary, and the great majority of IPA participants return to the laboratory. Thus the experience and skills gained by the individual enhance the laboratory's overall capability.
- o Enrichment of the individual's professional environment: Many employees benefit from the stimulation of a change in environment and a temporary shift in focus. This aspect of the program contributes to laboratory functions by increasing employee satisfaction.
- o Development of additional professional contacts: Just as an incoming IPA assignee brings in a new set of contacts, an outgoing assignee will also provide new contacts. These professional relationships can directly affect the ongoing technical work by extending the resources available to the laboratory.

Chapter 334

Temporary Assignments Under the Intergovernmental Personnel Act

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- 4-2. Status of a State or Local Government Employee on Detail
- 4-3. Status of a State or Local Government Employee Receiving a Federal Appointment

Subchapter 1. General Provisions

1-1. AUTHORITY

a. Section 3376 of title 5, United States Code, authorizes the President to prescribe regulations necessary to carry out sections 3371 through 3375 of title 5, United States Code, governing the temporary assignment of personnel between the Federal Government and State or local governments, institutions of higher education, Indian tribal governments and other eligible organizations. By Executive Order 11589 of April 1, 1971, the President delegated to the Civil Service Commission (now the U.S. Office of Personnel Management) the authority granted to him by section 3376 of title 5 to issue regulations necessary to administer these provisions. These regulations are in 5 CFR 334, and are reprinted in FPM supplement 990-1, book III.

b. Temporary assignments described above and throughout this chapter are authorized by title IV of the Intergovernmental Personnel Act (IPA) of 1970, as amended. Such assignments are commonly referred to as "intergovernmental mobility assignments," "IPA mobility assignments," or simply "IPA assignments".

1-2. PURPOSE

a. Assignments to or from States, local governments, institutions of higher education, Indian tribal governments and other eligible organizations are intended to facilitate Federal-State-local cooperation through the temporary assignment of skilled personnel. These assignments permit civilian employees of Federal agencies to serve with eligible non-Federal organizations for limited periods of up to two years without loss of employee rights and benefits. A single assignment may not exceed four years. Employees of State and local governments, Indian tribal governments, institutions of higher education and other eligible organizations may serve in Federal agencies for similar periods.

b. Each assignment must be made for purposes which the Federal agency head, or his or her designee, determines are of mutual concern and benefit to the Federal agency and to the participating non-Federal organization. Federal agencies and other organizations

should carefully examine each proposed assignment to ensure that it is for sound public purposes and furthers the goals and objectives of the participating organizations. Assignments arranged to meet the personal interests of employees, to circumvent personnel ceilings or to avoid unpleasant personnel decisions are contrary to the spirit and intent of the mobility assignment program.

c. The goal of the IPA mobility program is to facilitate the movement of employees for short periods of time when this movement can serve a sound public purpose. Mobility assignments can be used to achieve a number of objectives:

- (1) strengthen the management capabilities of Federal agencies, State, local and Indian tribal governments, and other eligible organizations;
- (2) assist in the transfer and use of new technologies and approaches to solving governmental problems;
- (3) serve as an effective means of involving State and local officials in developing and implementing Federal policies and programs;
- (4) provide program and developmental experience which will enhance the assignee's performance in his or her regular job.

1-3. COVERAGE

a. **Organizations included.** (1) *Federal agency* means an executive agency, military department, a court of the United States, the Administrative Office of the United States Courts, the Library of Congress, General Accounting Office, Botanic Garden, Government Printing Office, Congressional Budget Office, United States Postal Service, Postal Rate Commission, Office of the Architect of the Capitol, and Office of Technology Assessment.

(2) *State* means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the US Virgin Islands, American Samoa, the Northern Mariana Islands, the Trust Territories of the Pacific Islands and other territories or possessions of the United States; an instrumen-

tality or authority of a State or States; or a Federal-State authority or instrumentality.

(3) *Local government* means a city, town, county, or other subdivision or district of a State, including agencies, instrumentalities, and authorities of any of the foregoing and any combination of such units or combination of such units and a State.

(4) *Instrumentality or Authority* means an organization which: (a) is government created or controlled; (b) is public and nonprofit; (c) has some governmental function delegated to it; and (d) is recognized as an instrumentality or authority by the State or local government. Public school districts and other special purpose districts and authorities, such as housing authorities and those providing water and sewer services, fall within the definition of a local government instrumentality or authority.

(5) *Institution of higher education*. Eligible institutions include domestic, accredited private and public four-year colleges and universities, and technical and junior colleges. Also included are such institutions within territories and possessions described in paragraph (2) of this section.

(6) *Indian tribal government* means any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village as defined in the Alaska Native Claims Settlement Act (85 Stat. 688), recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians, and includes any tribal organization as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act.

(7) *Other organization* means:

(a) a national, regional, statewide, areawide, or metropolitan organization representing member State or local governments;

(b) an association of State or local public officials, or,

(c) a nonprofit organization which offers as one of its principal functions, professional advisory, research, educational, or development services, or related services, to governments or universities concerned with public management.

b. *Certification of eligibility for "other organizations"*.

(1) Organizations interested in participating in the mobility program as an "other organization" as set out in this section must have their eligibility certified by the Office of Personnel Management *before* they will be eligible to enter into a mobility agreement with a Federal agency.

(2) Written requests for certification should include a copy of the organization's (a) articles of incorporation; (b) bylaws; (c) evidence of nonprofit status; and (d) any other information describing the organization's activities as they relate to the public management concerns of governments or universities.

(3) Requests should be mailed to:

Personnel Mobility Programs

Workforce Effectiveness and Development Group

Office of Personnel Management

1900 E Street, NW

Washington, DC 20415

c. For the remainder of this chapter the term *State and local government* includes within its meaning all eligible institutions of higher education, Indian tribal governments, and "other organizations" described in this section.

d. *Employee coverage*. (1) For the Federal Government, the IPA mobility program is intended for persons holding appointments without limitation. Federal employees must be serving under either:

—career or career conditional appointments, including career appointments in the Senior Executive Service;

—appointments of equivalent tenure in the excepted service, including presidential management interns; or

—appropriate permanent appointments in the applicable career service.

(2) To be eligible to participate in the IPA mobility program an employee of a State or local government must be a permanent, career employee of that organization for at least 90 days prior to entering into a mobility assignment agreement with a Federal agency.

e. *Positions excluded*. (1) Employees of Federal agencies holding time-limited, temporary or term appointments, noncareer or limited Senior Executive Service appointments, or Schedule C appointments are not eligible for the mobility program, nor are uniformed members of the Armed Forces, the Commissioned Corps of the Public Health Service or of the National Oceanographic and Atmospheric Administration.

(2) Elected official positions in State or local governments are not included in the mobility program. However, this exclusion does not automatically apply to assignments with Indian tribal governments. If such an assignment with a tribal

government is contemplated, notify the Personnel Mobility Division before completing the agreement form.

(3) University students employed as research assistants, graduate assistants, teaching assistants, and in similar, scholarship-related positions are considered temporary employees and are not eligible for assignment under the mobility program.

f. **Citizenship requirements.** Citizenship requirements *do not apply* to persons participating in the IPA mobility program, whether on detail or appointment. The controlling factor is that the individual coming to a Federal agency must be an eligible State or local government employee. Agencies are reminded, however, that a potential problem in appointing an alien is the legal bar to the payment of compensation by a Federal agency to an individual unless that individual is a "citizen of the United States". (Pub. L. 93-143). There are exceptions to this general restriction. An agency contemplating the appointment of an alien under the IPA mobility program must ascertain whether that individual may be paid under the Federal agency's appropriation.

g. **EEO requirements.** Under the Intergovernmental Personnel Act, agencies must ensure fair treatment in selecting employees for intergovernmental assignments, without regard to political affiliation, race, color, national origin, age, sex, religious creed, or physical handicap.

1-4. LENGTH OF ASSIGNMENT

a. *Assignment agreements* can be made for up to two years, and may be intermittent, part-time or full-time, but should be kept to the minimum time necessary to complete the assigned tasks. The head of an agency, or his or her designee, may extend an assignment for up to four years when the extension will be to the mutual benefit of the governments concerned. The notice of extension, which should be sent to OPM, must explain the reason for any extensions beyond the first two years. The notice of extension should also explain the original employer's plans for utilizing the employee at the completion of the assignment.

b. An assignment may not extend beyond 48 consecutive months whether the assignment is intermittent, part-time, or full-time.

c. An employee who has served for four continuous years on a single assignment may not be sent on another assignment without at least a 12-month return to duty with his or her regular employer. Consecutive IPA assignments are an inappropriate use of this authority.

d. Successive assignments without a break of at least 60 calendar days will be regarded as continuous service under the mobility authority.

e. A Federal agency may not send on assignment an employee who has already served on mobility assignments for more than a total of 6 years during his or her Federal career. The Office of Personnel Management may waive this provision upon the written request of the agency head.

f. Employees should return to their previous employer at the completion of a mobility assignment. A mobility assignment should not be used to gain permanent employment with the mobility employer or to secure temporary employment in a geographic area to which the employee anticipates retiring at the conclusion of his or her Federal career. Agencies must indicate in their annual evaluation report the number of Federal employees who do not return to the agency at the end of a mobility assignment. Agencies should also include in the report the number of State and local mobility assignees hired by the agency within three months of the termination of a mobility assignment with that agency. (See Subchapter 2-5.)

1-5. REIMBURSEMENT FOR ASSIGNMENTS

a. Cost-sharing arrangements for any mobility assignment are negotiable between the participating governments. The Federal agency may agree to pay all, some, or none of the costs associated with an assignment. Costs may include employee pay, supplemental pay, fringe benefits and travel and relocation expenses. Reimbursements are credited to the Federal agency appropriation fund or account which would otherwise be used for payment. Funds do not revert to the US Treasury.

b. Agencies are authorized to pay employment service referral fees in connection with mobility assignments if the payment of such fees is in accordance with instructions in Federal Personnel Manual chapter 332, section 1-10. In general: (1) the referral service must be operated by a legally established, nonprofit, professionally sponsored organization, and (2) the fee charged must bear a direct relationship to the costs of referral.

c. Agencies may also consider the income from certain private consulting work as part of the academic pay of university employees. Specifically, when the regular tour of duty for a university employee includes an allotment of time for consulting, or when the employee is performing any job-related consulting that

cannot be continued during the assignment, the monies received from the consulting may be regarded as part of the employee's academic pay (Comptroller General Decision B-192438, June 13, 1979).

d. Title IV of the IPA does not authorize reimbursement to State and local governments for any indirect or administrative costs associated with an assignment. This includes charges for preparing and maintaining payroll records, developing reports on the mobility assignment, and negotiating the agreement. Other prohibited costs include tuition credits, office space, furnishings, supplies, staff support and computer time.

e. To assure that both Federal and non-Federal organizations share equitably in the costs associated with assignments, the following guidelines have been developed.

(1) Cost-sharing arrangements should be based on the extent to which the participating organizations benefit from the assignment. The largest share of costs should be absorbed by the organization which benefits most from the assignment. Rare exceptions might occur when an organization's resources do not permit costs to be shared on a relative benefit basis (see (2) and (3) below). Examination of past assignment agreements indicates that the borrowing organization is usually the *principal* beneficiary of the assignment. While OPM recognizes that many assignments have more than one purpose, agencies must determine the *principal* purpose or purposes of the assignment, and use this as the primary basis for cost-sharing.

(2) The following list of assignment purposes, while not exhaustive, captures the general basis for most mobility assignments from the perspective of the Federal agency.

Federal Employee To Non-Federal Organization

Principal Beneficiary:

	Federal	Non-Federal
—Support Federal agency's mission	X	
—Provide developmental opportunity which will enhance the assignee's performance in his or her regular job	X	
—Support government-wide initiatives	X	

Federal Employee To Non-Federal Organization

Principal Beneficiary:

	Federal	Non-Federal
—Strengthen inter-governmental relations	X	X
—Share scarce expertise		X
—Assist in transfer of new ideas and technology		X

Non-Federal Employee To Federal Agency

—Meet temporary need for skilled personnel	X	
—Provide developmental opportunity which will enhance the assignee's performance in his or her regular job		X

(3) When developing an assignment agreement, the participating organizations must:

(a) determine the relative benefit accruing to each organization, based on the assignment purposes listed above, and include a statement of relative benefit in the assignment agreement (Part 6, "Reason For Mobility Assignment");

(b) use relative benefit determination as the basis for cost-sharing arrangements, (i.e., relate the specific purposes and benefits of the assignment to the share of costs borne by each organization). If factors other than, or in addition to, relative benefit are used, clearly explain reasons for cost-sharing decisions in agreement (Part 9, "Fiscal Obligations").

1-6. LIABILITY STATUTES APPLICABLE

The Federal Tort Claims Act and any other Federal tort liability statutes apply to all persons participating in the mobility program.

1-7. TRAVEL, RELOCATION AND PER DIEM

a. A Federal agency may use its appropriations to pay or reimburse a Federal, State, or local government employee on assignment for expenses authorized under subchapter 1 of chapter 57 of title 5, United States Code. A Federal, State, or local government employee

on assignment is also entitled, under chapter 57 of title 5, United States Code, to be reimbursed for the expenses of transportation of his or her immediate family, household goods and personal effects to and from the assignment location in accordance with section 5724; for relocation expenses in accordance with section 5724a(a)(1); for subsistence expenses in accordance with section 5724a(a)(3); for miscellaneous expenses in accordance with section 5724a(b); and for nontemporary storage of household goods and personal effects in connection with assignment at an isolated location in accordance with section 5726(c).

b. Agencies are authorized to pay for either relocation expenses to and from the assignment location or a per diem allowance at the assignment location during the period of assignment. The agency may select either of these approaches to relocation and living expenses but cannot pay both types of costs. The cost to the government should be a major factor taken into account when determining which approach will be used. A per diem allowance at the assignment location is intended for short term assignments and not for longer assignments. Per diem allowances should not be paid for more than one year.

c. If the agency elects to pay relocation expenses, the assignee can be reimbursed for the expenses of (1) transportation of the assignee and his or her immediate family and household goods and personal effects to and from the assignment location, including 60-days temporary storage; (2) per diem allowances for the assignee and immediate family while traveling to and from the assignment location; (3) subsistence for the assignee and immediate family while occupying temporary quarters (up to 30 days) at the assignment location and on return to the former post of duty; and (4) nontemporary storage of household goods and personal effects in connection with assignment at an isolated location. Allowable relocation expenses do not include the costs of selling or purchasing a residence.

d. Per diem authorizations at the assignment location cover only the individual on the mobility assignment. Expenses which may be paid include a per diem allowance at the assignment location during the assignment, and travel expenses, including a per diem allowance while on official business away from the designated post of duty during the assignment when the agency considers the travel to be in the interest of the United States Government. Subchapter I, chapter 57, of title 5, United States Code, establishes a limit for daily per diem allowances. As long as this limit is observed, both the per diem allowance authorized at

the assignment location and the per diem allowance while traveling on official business may be paid concurrently.

e. A Federal employee on mobility assignment may receive only those travel and relocation expenses authorized by the Intergovernmental Personnel Act and Federal travel regulations, whether those expenses are paid by a Federal agency or State or local government. If a Federal agency proposes to reimburse a State or local government for travel expenses associated with a State or local employee's assignment, such reimbursement can be made only in accordance with applicable Federal travel allowance limitations.

f. Reimbursement of travel, relocation and per diem expenses may be allowed only if the Federal, State, or local government employee agrees in writing to serve the entire period of his or her assignment or one year, whichever is shorter, unless the assignment is terminated for reasons acceptable to the Federal agency. If the assignment is terminated by the employee for unacceptable reasons, the expenses are recoverable from the employee as a debt due the United States. The head of the agency may, however, waive the right to recovery from a State or local government employee assigned to his or her agency if, in his or her judgment, a waiver is justified.

I-8. APPLICABLE STANDARDS OF CONDUCT PROVISIONS AND CONFLICT OF INTEREST LAWS

a. A State or local government employee on assignment to an executive agency, whether by appointment or on detail, is subject to a number of provisions of law governing the ethical and other conduct of Federal employees. Title 18, United States Code, prohibits certain kinds of activity:

—receiving compensation from outside sources for matters affecting the Government (Section 203);

—acting as agent or attorney for anyone in matters affecting the Government (Section 205);

—acting or participating in any matter in which he or she, the immediate family, partner, or the organization with which he or she is connected has a financial interest (Section 208);

—receiving salaries or contributions from other than Government sources for his or her Government services (Section 209);

—soliciting of political contributions (Sections 602 and 603);

—intimidating to secure political contributions (Section 606);

- failing to account for public money (Section 643);
- converting property of another (Section 654);
- disclosing confidential information (Section 1905); and
- lobbying with appropriated funds (Section 1913).

b. State and local employees assigned to a Federal agency are also covered by section 638a of title 31, United States Code, which prohibits the misuse of Government vehicles. For more complete summaries of these and other pertinent sections see FPM chapter 735, appendix A. They are also subject to Executive Order 11222, Prescribing Standards of Ethical Conduct for Government Officers and Employees; The Ethics in Government Act of 1978; part 735 of the OPM's governmentwide regulations governing employee responsibilities and conduct; and the more particular standards of conduct regulations of the Federal agency to which they are assigned as well as any special statutory requirements relating to employee conduct.

c. The IPA does not exempt a Federal employee, whether on detail or on leave without pay, from Federal conflict-of-interest statutes when assigned to a State or local government.

d. The Federal employee may not act as an agent or attorney on behalf of the State or local government before a Federal agency or a court in connection with any proceeding, application, or other matter in which the Federal Government is a party or has a direct and substantial interest. The conflict-of-interest statutes do not prevent an assigned Federal employee from engaging in nonrepresentational activities such as organizational assignments, personnel management, and internal administration where those activities would not violate other standards of conduct. When a Federal

agency develops a specific intergovernmental assignment for a Federal employee it should be particularly alert to any possible conflicts-of-interest, or the appearance thereof, which may be inherent in the proposed assignment. Conflict-of-interest rules should be reviewed with the employee to assure that potential conflict-of-interest situations do not inadvertently arise during the assignment.

e. Under the terms of the Indian Self-Determination and Educational Assistance Act, Federal employees on assignment to an Indian tribal government are exempt from conflict-of-interest provisions concerning representational activities, provided the employee meets notification requirements. Federal assignees may act as agents or attorneys for or appear on behalf of such tribes in connection with any matter pending before any department, agency, court, or commission, including any matter in which the United States is a party or has a direct and substantial interest. The Federal assignee must advise, in writing, the head of the department, agency, court, or commission with which he or she is dealing or appearing on behalf of the tribal government, of any personal and substantial involvement he or she may have had as an officer or employee of the United States in connection with the matter involved.

f. State and local government employees on assignment are subject to the provisions of chapter 73 of title 5, United States Code (Suitability, Security and Conduct, including restrictions on political activity), and any applicable local or State prohibitions.

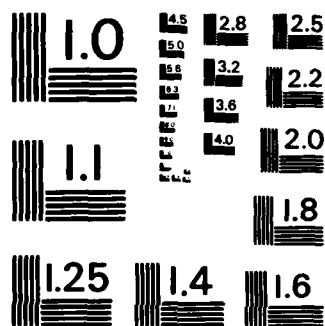
g. Before the agreement is signed, the Federal agency must inform the employee of the provisions of all appropriate statutes and regulations or must provide copies of the information to the employee. The employee must acknowledge receipt of this information in the assignment agreement.

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Subchapter 2. Assignment Agreements

2-1. ARRANGING AN ASSIGNMENT

a. General. (1) The assignment procedures discussed in this subchapter apply equally—unless otherwise specifically stated—to the assignment of an employee from a Federal agency to a State or local government and the assignment of an employee from a State or local government to a Federal agency. Assignments may be initiated either by a Federal agency or a State or local government. The assignment may involve one or more persons, may be drawn up in conjunction with reciprocal agreements, or may be a one-way transaction.

(2) Assignments under the IPA are management-initiated. Development of the proposed assignment should be controlled by management. The benefits to the Federal agency and the State or local government are the primary considerations in initiating assignments; not the desires or personal needs of an individual employee. The assignment is voluntary and must be agreed to by the employee.

b. Assignment agreements. (1) General. An assignment under the IPA must be implemented by a written agreement.

(2) Agency responsibility.

(a) Before the Federal, State, or local government employee decides on a pending assignment, the employee's agency must inform the employee of the choices he or she has in connection with his or her rights and benefits. The employee must also be aware of his or her obligations and responsibilities for preserving these rights and benefits.

(b) When developing an assignment which involves the movement of a State or local government employee to a Federal agency, the agreement must specifically provide that the employee can return to the State or local position occupied prior to the assignment or to one of comparable pay, duties and seniority and that the employee's rights and benefits will be fully protected.

(c) In negotiating an agreement, Federal, State, and local governments should consider the effect of the assignment on the rights of an employee

resulting from collective bargaining agreements or established relationships under either State or local laws or regulations or Title VII of Pub. L. 94-454 (the Civil Service Reform Act). For example, under the Civil Service Reform Act, a Federal employee has the right to join or not join an employee organization. Thus, a Federal agency should consider the possible effect of assigning an employee to a position in a State or local agency which requires membership in a union.

(3) Content of the agreement.

(a) The specific content of the agreement may vary according to the assignment. Optional Form 69 (latest revision) should be used for documenting the agreement, or Federal agencies may use their own form for recording the agreement. If Optional Form 69 is not used, the agency form must provide the following information:

- Name, social security number, job title, salary, classification, and address of the participating employee.
- Parties to the agreement. (State or local jurisdiction and the Federal agency)
- Position information, including organizational location of both the original position and the position entered into under the agreement. A complete and accurate description of the assignment position should be attached to the agreement.
- Type of assignment (detail or leave without pay; State or local to Federal, Federal to State or local), and period covered by the assignment agreement.
- Goals of the assignment and a brief statement of how the goals are to be achieved.
- Relative benefits accruing to each organization and the cost-sharing arrangement based on these benefits.
- Reasons for cost-sharing decisions if factors other than, or in addition to, relative benefits are used.

- How increased knowledges, skills and abilities gained by the employee through the mobility assignment will be utilized at the completion of the assignment.
- Applicability of Federal conflict-of-interest laws.
- Applicability of rules, regulations, and policies of both the State or local jurisdiction and the Federal agency on employee conduct.
- Decisions of the Federal agency and the State or local government concerning the employee's supervision, payment of travel and transportation expenses, supplemental pay, the entitlement to leave and holidays, provisions for reimbursements and the method of reimbursement, name, title and address of officials responsible for administering the financial aspects of the agreement.
- Arrangement for maintaining leave records, both for earnings and charges.
- Employee benefits that will be retained.
- Privacy Act Statement as contained on the OF 69, (Rev. 9/79), for all agency-developed forms used in the program.

(b) The agreement must also make clear that if the employee is paid allowable travel and relocation expenses, he or she must complete the entire period of the assignment or one year, whichever is shorter, as specified in subchapter 1-7f.

(c) For Federal employees the agreement must assure that the assignee knows of his or her obligation to return to the Federal service for a time equal to the length of the assignment, or be liable for all expenses (exclusive of salary) associated with the assignment. (See subchapter 3-6.)

(d) The agreement should also specify that if a State or local government employee on leave without pay to a Federal agency earns less leave in a Federal position than he or she would have received in his or her permanent agency, the State or local government agrees either to pay the employee for the additional leave or to make the balance available to the employee when he or she returns to the permanent agency if permitted under State or local law.

(4) Retirement, life insurance, and health benefits. The written agreement documents the choices the Federal employee on leave-without-

pay makes in regard to retirement, group life insurance, and health benefits. Before the employee consents to the agreement, the Federal agency must notify the Federal employee of his or her right to receive full retirement credit under the retirement system, and to retain full coverage under the group life insurance and health benefits programs. The agreement will obligate the employee to continue making his or her share of the payments, and the agreement will spell out the arrangements for making the payments. For State or local government employees, the agreement must document entitlement to coverage under the Federal Employee Health Benefits program when applicable (See subchapter 4-3d for more information.)

2-2. FINANCING AN IPA ASSIGNMENT

a. The cost-sharing arrangements involved in a mobility assignment are worked out between the participating organizations. The Federal agency may agree to pay all, some, or none of the costs of an assignment. Such costs may include employee pay, fringe benefits, relocation costs, and travel and per diem expenses. Agency officials should be aware that financial arrangements can have an impact on the agency ceiling count (Subchapter 2-3. Reporting on SF 113-A and SF 113-G).

b. The IPA does not prohibit use of Federal grant funds to support a mobility assignment in whole or in part. In such cases, the concurrence of the funding agency may be needed.

2-3. REPORTING ON SF 113-A AND SF 113-G

a. Instructions for reporting mobility assignees on SF 113-A (Monthly Report of Federal Civilian Employment) and SF 113-G (Monthly Report of Full-Time Equivalent/Work-Year Civilian Employment).

(1) Federal civilian employees on *detail* to State or local governments *should not be reported* on SF 113-A or SF 113-G if the organization to which an assignment is made reimburses the assigning Federal agency for at least 50 percent of the assigned employee's salary during the assignment.

(2) Federal civilian employees on *detail* to mobility assignments *should be reported* on SF 113-A and SF 113-G, if the organization to which an assignment is made does not reimburse the assigning Federal agency for at least 50 percent of the assigned employee's salary during the assignment.

(3) Federal civilian employees on *leave without pay* for more than 30 days while on assignment with State or local governments *should be reported as separations* on SF 113-A; such employees should be reported as appropriate on the SF 113-A only if they are on leave without pay for 30 days or less. Federal civilian employees on leave without pay status are not reported on the SF 113-G until they return to pay status.

(4) State or local government employees on *detail* to mobility assignments with Federal agencies *should not be reported* on SF 113-A or SF 113-G.

(5) State or local government employees on mobility assignments, who have received Federal *appointments*, *should be reported* on SF 113-A and SF 113-G if their assignments are for more than 30 days; they *should not* be reported if their assignments are for 30 days or less.

2-4. TERMINATION OF AGREEMENTS

a. **By participating governments.** An assignment may be terminated at any time at the option of the Federal agency or the State or local government. Where possible, the party terminating the agreement before the original completion date should give a 30-day notice to all parties involved. This notification should be in writing and should include the reasons for the termination. Copies of the termination notice should be sent to the Office of Personnel Management. (See subchapter 2-5a.)

b. **By the Office of Personnel Management.** The Office of Personnel Management may direct termination of an assignment or take other corrective actions when assignments are found to violate the requirements of the Intergovernmental Personnel Act or program regulations (5 CFR 334).

c. **Through termination of employment.** A mobility assignment must be terminated, immediately, whenever the participating employee is no longer employed by his or her original employer, whether the employee is assigned by detail or by an appointment.

2-5. REPORTS REQUIRED

a. **Assignment agreement.** Two copies of each new assignment agreement must be submitted to: Personnel Mobility Programs, Workforce Effectiveness and Development Group, Office of Personnel Management, 1900 E Street, Northwest, Washington, DC 20415. Assignment agreements which are modified, extended or terminated before the original completion date must

also be submitted to the Office of Personnel Management. All submissions are due within 30 days after the agreement, extension, termination, or modification is signed.

b. **Changes in duties and responsibilities while on assignment.** Any significant changes in an employee's duties, responsibilities, salary, work assignment location or supervisory relationships should be reported to the Office of Personnel Management as a modification to the original agreement. The assignment agreement for each employee must always be accurate, complete, and current. Minor changes such as changes in salary due to cost-of-living adjustments, changes in benefits or benefit costs due to revised coverage, and very short-term changes in duties should not be reported to the Office of Personnel Management.

c. **Evaluation of assignments.** Federal agencies must establish systems to evaluate mobility assignments both to and from the agencies. Agencies are free to design evaluation systems to meet their own needs, but at a minimum, should address:

- impact and benefits of assignments;
- procedural problems in using the mobility authority.
- placement and use of assignees upon completion of assignment;
- number of assignees who fail to return to the agency, and the reasons for not returning;
- number of State and local employees hired by the agency within three months of the termination of a mobility assignment with that agency;
- copies of internal agency guidelines and other material pertaining to the mobility program.

At the end of each fiscal year, each agency must send an evaluation report on its use of the mobility program to: Personnel Mobility Programs, Workforce Effectiveness and Development Group, Office of Personnel Management, 1900 E Street, NW, Washington, DC 20415. This report has been cleared in accordance with FPMR 101-11.11 and assigned interagency report control number —OPM-AN. In addition to reviewing agency self-evaluation reports, OPM will conduct periodic on-site reviews of agency IPA mobility program activities.

2-6. COVERAGE UNDER THE PRIVACY ACT OF 1974

a. **General.** The assignment agreement, along with other records that agencies maintain regarding an indi-

vidual's participation in such an assignment (except for payroll records), when maintained as a system of records within the meaning of the Privacy Act of 1974 (5 U.S.C. 552a), are part of OPM's Government-wide Privacy Act system of General Personnel Records (OPM/GOVT-1). These records are subject to that Act and to internal agency procedures implementing the Act, consistent with OPM regulations at 5 CFR 297.

b. The notice for the OPM/GOVT-1 system appears annually in the *Federal Register*. Agencies are reminded that the Privacy Act restricts disclosure of information on individuals. Further, disclosures of information outside the agency maintaining the record (except to OPM representatives who are considered, along with agency staff, as "officials" of the agency maintaining the records for purposes of the Privacy Act) must be made consistent with statute. OPM has established a number of routine uses for the OPM/GOVT-1 system that permit disclosures outside of the agency; agencies may make such disclosures only so long as an established routine procedure exists. Agencies may direct any questions concerning the Privacy Act and these records, including requests for new or revised routine uses, to the Assistant Director for Work Force Information, Office of Personnel Management, 1900 E Street, NW, Washington, DC 20415.

c. The Privacy Act Statement on the OF 69 states that the information needed to complete the assignment agreement under the Intergovernmental Personnel Act is to be furnished voluntarily by the individual. The statement also says that those who do not furnish the information may become ineligible for the program. This permits discretion on an agency's part to, for

example, complete the form from agency records or make a decision based on the information that is provided.

2-7. FREEDOM OF INFORMATION ACT PROVISIONS

Mobility assignment agreements (OF 69, latest revision) and other information (maintained either by computer or manually) pertaining to mobility assignments are agency records within the meaning of the Freedom of Information Act. Thus, they are subject to requests for access under that statute, either by the participant or by third parties. When the request is made by the participant, access shall be granted to the same extent as if the request was made under the Privacy Act. Third party requests must be handled individually. The law requires that where access is not totally provided, then reasonable portions of the record must be furnished. Thus, if the records sought contained individually identifiable data, removal of the personally identifiable information may be appropriate, but other portions of the record should be disclosed. Each agency must decide when an exemption under the Act exists and whether the agency chooses to claim it. Generally, the most appropriate exemption pertains to a clearly unwarranted invasion of personal privacy, cited as 5 U.S.C. 552(b)(6). OPM regulations provide for an appeal of an agency's FOIA denial of access to OPM-controlled records under certain circumstances described at 5 CFR 294.108. Statistical data, information on agency participation in the mobility program, and other general information concerning the program are available to the public.

Subchapter 3. Assignment of Federal Employees to State and Local Governments

3-1. GENERAL

a. Under the IPA, a Federal employee, with his or her consent, may be assigned to a State or local government either on detail or on leave-without-pay. In either case, the assignee remains an employee of the Federal agency and retains the rights and benefits attached to that status. Generally, existing personnel policies apply to Federal employees on assignment to State and local governments, except where the law specifically extends to them certain other benefits.

b. The choice of the most appropriate type of assignment—detail or leave-without-pay—is influenced by various factors, including the position and duties assigned to the employee, and the agency decisions concerning payment of expenses. State and local government positions which require the employee to exercise legal or fiscal authority, or to carry out supervisory responsibility, may more appropriately be filled by appointment, necessitating leave-without-pay by the Federal employee.

c. Reduction-in-force provisions continue to apply to employees on an IPA assignment. Under some circumstances, either a temporary or continuing exception to a reduction-in-force order may be justifiable to avoid interruption or untimely termination of mobility assignments. Agencies should consult FPM chapter 351 for specific criteria for these exceptions.

d. An employee on a mobility assignment is still a Federal employee and must be considered for promotion equally with other employees in the same agency. The Federal agency must document this consideration during the assignment.

e. All other personnel actions which could apply to a Federal employee, or to his or her position (e.g., reclassification, transfer of function, reassignment), continue to be applicable while the employee is on a mobility assignment.

3-2. PAY POLICIES FOR ASSIGNMENTS

a. **General.** In no case can a Federal employee earn less on a mobility assignment than he or she would have received in his or her Federal position.

b. **Leave-without-pay.** A Federal employee placed in a leave-without-pay status and appointed to a State or local government position receives the appropriate rate of pay for that position. Thus, the assignee could receive a higher rate of pay than his or her Federal salary. However, if the State or local salary is less than the employee's current Federal salary, supplemental pay must be provided to ensure that earnings are equal to the employee's Federal salary rate (see subchapter 3-4c).

c. **Detail.** A Federal employee on detail is entitled to his or her Federal rate of pay. However, such an assignee may receive a supplemental salary from a State or local government when the position to which he or she is being assigned has a higher established rate of pay.

d. **Cost of Living Allowance (COLA).** A COLA can be paid, when appropriate, to Federal employees on an IPA mobility assignment, whether they are on detail or serving in a leave-without-pay status. Because COLA is part of an employee's total compensation, it may be paid concurrently with either relocation expenses or per diem at the assignment location.

e. **Merit Pay.** The merit pay regulations (5 CFR 540) extend the "interrupted service benefit" to Federal employees serving on an IPA mobility assignment from a Federal position covered under a merit pay system. Under the interrupted service benefit, employees receive the average merit pay increase received by comparably situated employees in the agency during the period when the employee's duty status was interrupted due to service on an IPA mobility assignment.

3-3. STATUS OF A FEDERAL EMPLOYEE ON DETAIL

a. **General.** Federal employees on detail remain employees of their permanent agencies for all purposes except work and supervision.

b. **Pay and benefits.** The detailed employee's pay, allowances, privileges, rights, seniority, and other benefits are preserved and remain in effect during the assignment. He or she continues to receive pay, allowances, and benefits from the Federal agency, even

though these costs may be reimbursed to the agency in whole or in part by the State or local government.

c. **Retirement and insurance.** A detailed employee's contributions for retirement, Medicare, life insurance, and health benefits are withheld from his or her pay. If the detail is on a reimbursable basis, the written agreement must define, specifically, that portion of the agency contributions each of the two jurisdictions involved agrees to pay.

d. **Annual and sick leave.** A detailed employee continues to earn leave under the Federal agency's leave system and to have appropriate absence from duty with the State or local government charged against that leave. The responsibility for documenting leave-earned and leave-used for detailed employees should be specified in the assignment agreement. The 240-hour limit for annual leave accrual remains in effect for employees on an IPA assignment. All leave used, as well as hours worked, must be certified by the State or local government to the Federal agency.

e. **Workweek, hours of duty, and holidays.** A detailed employee's workweek and hours of duty will be determined by the State or local government. (With flexible workdays and workweeks becoming more prevalent in Federal agencies and in State and local governments, agencies should determine whether an employee's tour of duty on mobility assignment will conflict with law or regulations governing his or her Federal workweek, hours of duty, or holidays.) The employee will either be excused from duty on all Federal holidays without charge to leave or will receive holiday pay for work performed on a Federal holiday. He or she may be excused from duty by the State or local government employer on a State or local holiday without charge to leave, but will not be entitled to premium pay if required to work on such a day.

3-4. ASSIGNMENT OF A FEDERAL EMPLOYEE ON LEAVE-WITHOUT-PAY

a. **Type of appointment.** A Federal employee assigned to a State or local government on leave-without-pay is given an appointment in accordance with the terms of the written agreement and the personnel policies of that government.

b. **Pay.** A Federal employee on leave-without-pay is paid by the State or local government to which he or she is temporarily assigned. This salary may be more than the employee's current Federal salary.

c. **Supplemental pay.** A supplemental salary payment must be made when the rate of pay of the State or

local government position to which the Federal employee is appointed is less than the rate of pay the employee would have received in his or her Federal position. It cannot be paid in advance or in a lump sum. It is not conditional on completion of the full period of assignment. Whether an employee is entitled to supplemental pay is decided by the Federal agency official authorized to sign the written agreement and must be communicated to the employee before he or she agrees to the assignment. The supplemental pay may vary during the assignment depending on such things as promotion, within-grade increase, merit pay increase, or pay plan revision. An assignment agreement may provide for reimbursement to the Federal agency for the cost of supplemental pay.

d. **Annual and sick leave.** (1) A Federal employee while on leave-without-pay from a Federal position for assignment to a State or local government is entitled to earned annual and sick leave to the same extent as if he or she had continued in the regular Federal position. Annual and sick leave balances are transferable both to and from these assignments, subject to the limitation prescribed for annual leave carryover by section 6304 of title 5, United States Code. The assignment agreement should specify whether the State or local government or the Federal agency will pay for the cost of leave.

(2) The agreement should normally provide for the State or local government to maintain leave records for the Federal employee assigned on leave-without-pay.

(3) The entire assignment period of leave-without-pay is creditable in determining the rate of accrual for annual leave.

e. **Workweek, hours of duty, and holidays.** The State or local government, in accordance with its regulations and policies, will determine the employee's workweek, hours of duty, and the holidays to which he or she is entitled.

f. **Retirement, Medicare, group life insurance, and health benefits.**

(1) **Retirement coverage.**

(a) An employee is entitled to receive full service credit while on assignment if he or she continues to pay the employee's contribution into the Civil Service Retirement and Disability Fund (or other Federal retirement system). The employee's Federal agency will continue to make its matching contribution. If the employee elects to retain full retirement credit under the retirement system, the agreement should specify, when applicable, that

he or she is exempt from making retirement contributions under any mandatory State or local retirement system.

(b) If the employee elects not to pay the current contributions as indicated above, he or she will receive, if subject to the Civil Service Retirement system, credit for as much of the leave-without-pay as does not exceed six months in a calendar year, or such credit, if any, as may be provided for leave-without-pay under his or her retirement system.

(c) An employee who elects not to pay his or her contributions to the Civil Service Retirement system while on a mobility assignment cannot retroactively pay any foregone contributions.

(d) If an employee is injured or disabled while assigned on leave-without-pay, he or she may not receive both a Civil Service Federal disability retirement and State or local government compensation covering the same period. This provision does not bar the right of the employee to receive the benefit paying the greater amount, or his or her right to a Civil Service retirement annuity based on service, i.e., a non-disability annuity.

(e) If the employee or his or her survivor elects to receive any benefit from a State or local government's retirement system based on the employee's service during the assignment which OPM determines is similar to the employee's Federal retirement system, no Federal retirement credit may be allowed for the time the employee was on the assignment. If the State salary for the employee on leave-without-pay is greater than the basic pay of the employee's Federal position, the basic pay of the Federal position constitutes the maximum salary which may be considered for Civil Service retirement purposes.

(f) Federal employees on leave-without-pay are not covered by social security, unless they had social security coverage in their Federal employment because they were not covered under a Federal retirement system.

(2) Medicare tax. All wages paid after December 31, 1982, will be taxed the hospital insurance portion of the FICA tax for Medicare Part A coverage. Deductions must be withheld and reported in accord with Treasury Fiscal Requirements Manual Instructions.

(3) Group life insurance and health benefits coverage.

(a) An employee on leave without pay is entitled to continue coverage for the duration of the assignment—even if the leave without pay exceeds one year. To continue these coverages, the employee must continue to pay his or her share of the premiums through the Federal agency and the agency will pay its share. An employee assigned to a State or local government is covered so long as he or she pays premiums; there is no period of free coverage for these employees.

(b) If the employee elects to be covered under a State or local government's life insurance or health benefits program which OPM determines is similar to the programs for Federal employees, the assigned employee is not entitled to continue his or her coverage under the Federal programs. Requests for such a determination should be addressed to Assistant Director for Pay and Benefits Policy, Compensation Group, Office of Personnel Management, Washington, DC 20415.

(c) At the completion of a mobility assignment during which the employee elected to continue coverage by paying premiums, an employee's health benefits and life insurance coverage are to be continued so as to provide for continuous coverage.

(4) Federal agency responsibility. For retirement, Medicare and group life insurance purposes, the Federal agency is responsible for determining the applicable rate of basic pay in accordance with the provisions of section 3373 of title 5, United States Code. The agency is also responsible for collecting, accounting for, and depositing in the respective accounts, all retirement, group life insurance, and health benefits payments required to protect the rights of the employee on leave without pay; and accounting for and depositing in the respective funds all agency contributions. As part of the written agreement, the agency must furnish the employee with specific information about how, when, and where payments are to be submitted. The agency must also keep the employee informed on all developments which affect rates, coverage, and enrollment under the retirement, Medicare, life insurance, and health benefits programs (e.g., open seasons, new coverages available, major changes in laws).

(5) Coverage. Employee payments for retirement, life insurance and health benefits are considered currently deposited if received by the agency within three months of the end of the pay period for which payments were due. The employee's failure to de-

posit the payments currently will terminate full retirement credit, and coverage under the group life insurance and health benefits programs, on the last day of the pay period for which payments were currently deposited, subject to a 31-day extension of group life insurance and health benefits as provided by Parts 870 and 890 of Title 5, Code of Federal Regulations. Coverage so terminated may not begin again until and unless the employee actually enters on duty in a pay status (begins actual work for which he or she is paid) in a Federal agency, in a position not excluded from coverage. However, full retirement credit, group life insurance, and health benefits coverage may be reinstated retroactively when, in the judgment of OPM, the failure to make the required current deposits was due to administrative error or other circumstances beyond the control of the employee and the required payments were deposited at the first reasonable opportunity.

g. **Service Credit.** (1) Service on a leave-without-pay assignment is creditable in full for Federal salary purposes including within-grade increases, and leave accrual.

(2) Determination of an acceptable level of competence for within-grade increase purposes under 5 CFR Part 531, Subpart D is waived for periods of service under an assignment to a State or local government.

3-5. INCENTIVE AWARDS FOR FEDERAL EMPLOYEES ON IPA ASSIGNMENTS

a. Federal employees on IPA assignments are not eligible for Quality Step Increases (QSI's) during the assignment period. QSI's are not appropriate because of the temporary nature of the work assignment, and thus the inability of a supervisor to certify that this level of performance will continue.

b. As would otherwise be appropriate under Chapters 45 and 54 of Title 5, Code of Federal Regulations, Federal employees are eligible to receive cash or honorary awards for performance and suggestions related to their work on mobility assignments. In deciding whether a Federal employee on an IPA assignment should receive a cash award, agency officials should be particularly mindful of the relationship between the accomplishments of the assignment and the mission of the agency. There must be substantial benefit accruing to the Federal agency's programs and activities for the agency to grant a cash award. The costs of a cash award

for a mobility assignee can be shared between participating governments.

c. If a State or local government wishes to grant a cash award to a Federal employee on a mobility assignment, the employee's agency must be informed of the award, the reasons for it, and must concur in this action. If the action is concurred with, a copy of the documentation should be retained in the employee's Official Personnel Folder. Such State and local awards may be either cash or honor awards.

d. OPM has developed a certificate of recognition which Federal agencies may present to persons having completed a mobility assignment. Requests for the Certificate (OPM Form 1161) should be addressed to Personnel Mobility Programs, Office of Personnel Management, 1900 E Street, NW, Washington, DC 20415.

3-6. OBLIGATED SERVICE REQUIREMENT

A Federal employee must agree, as a condition of accepting a mobility assignment, to return to the Federal Government and to serve for a period of time equal to the length of the assignment. If the employee fails to carry out this agreement, he or she must reimburse the Federal agency for its share of the costs of the assignment (exclusive of salary). The head of the Federal agency from which the employee was assigned may waive this reimbursement for good and sufficient reason.

3-7. RETURN TO DUTY

a. At the completion of a mobility assignment, the agency must return the employee to the same position he or she occupied at the time the assignment began or reassign the individual to another position of like pay and grade level. If promoted while on assignment, the employee must be returned to the new position at the completion of the assignment. Any organizational or staffing changes affecting the position from which an employee was assigned should be brought to his or her attention. The agency must notify the employee of the position to which he or she will be returned at least 30 days before the end of the assignment.

b. A returning employee who is not satisfied with the position in the Federal agency to which he or she will be assigned has the right to seek relief through appropriate agency channels. There is no provision for final administrative review by OPM. If the position offered the returning employee is of a lower grade or pay than

the position held immediately before the mobility assignment, the proposed action must be treated as an adverse action under 5 CFR Part 752, when applicable.

c. Participating agencies should be alert to the benefits of appropriate utilization of employees returning from IPA assignments. Assignees have had an oppor-

tunity to view their organization, the Federal Government, and the intergovernmental system from an unusual perspective. Therefore, agencies should make a special effort to utilize returning employees so as to benefit from the experience and insights they have gained in these intergovernmental assignments.

Subchapter 4. Assignment of Employees from a State or Local Government

4-1. GENERAL

a. An employee of a State or local government may be given a temporary appointment or may be assigned by detail to a Federal agency. It is the Federal agency's responsibility to inform a State or local employee on assignment to the Federal government of the applicable Federal employee laws as specified in subchapter 1-8, above. Federal conflict-of-interest laws and the Federal tort claims statutes are also applicable.

b. An employee of a State or local government who is assigned to a Federal position, either by detail or by appointment, may exercise supervision over Federal employees.

c. Agencies should not offer permanent appointments to State and local employees assigned to them. The IPA mobility program is not to be used as a mechanism to facilitate career changes.

d. State and local government employees on assignment to a Federal agency, whether by detail or appointment, can receive honor awards. Only State and local government employees given temporary appointments under the IPA are eligible to receive cash awards for performance or suggestion contributions. If a Federal agency plans to recommend an award for a State or local employee on a mobility assignment, the agency must obtain the concurrence of the assignee's permanent employer. A Quality Step Increase (QSI) cannot be approved for State and local employees.

4-2. STATUS OF A STATE OR LOCAL GOVERNMENT EMPLOYEE ON DETAIL

a. General. State and local employees detailed to Federal agencies remain State or local government employees for most purposes. Detailees are not eligible to enroll in Federal health benefits programs, group life insurance, or the Federal civil service retirement system. An employee assigned by detail to a Federal agency may be assigned to an established, classified position in the Federal agency, or may be given a set of ad hoc, unclassified duties, relevant only to the specific assignment project.

b. If the assignee is detailed to a set of unclassified duties, the assignee continues to be paid directly by the non-Federal organization at a rate of pay based on the assignee's non-Federal job. The Federal agency may agree to reimburse the non-Federal organization for all, some, or none of the costs of the assignment (section 1-5).

c. Supplemental Pay. (1) An employee assigned by detail to a classified position in a Federal agency is entitled to earn the basic rate of pay which the duties of the assignment position would warrant under the applicable classification and pay provisions of the Federal agency. If the assignee's State or local salary is less than the minimum rate of pay for the Federal position, the agency must supplement the salary to make up the difference. Supplemental pay cannot be paid in advance or in a lump sum. It is not conditional on the completion of the full period of assignment. It may be paid directly to the employee or reimbursed to the State or local government. The supplemental payment may vary during the assignment as the assignee's regular salary varies and as revisions to the Federal pay plan occur.

(2) To determine the appropriate minimum rate of pay, the assignment position must be properly described and classified in accordance with applicable classification provisions of the agency.

d. Hours of duty. Detailees will normally have the same workweek and hours of duty as Federal employees in the organization to which they are assigned. However, if the workweek of the permanent employer is, by State law or local ordinance, shorter than the Federal workweek, the employee's workweek should be adjusted as needed. Detailees are eligible to participate in alternative work schedule arrangements of the Federal agency but should not be forced to participate if conflicts arise with State law or local ordinances.

e. Holidays. State holidays will be observed by detailees in accordance with State or local laws and regulations. If there is a Federal holiday which is not observed by the State or locality, the employee should be excused from duty that day by his or her Federal supervisor.

f. **Leave.** Details are covered under their permanent employer's leave system. The assignment agreement will specify how the permanent employer will be notified of leave taken and how the use of leave will be approved.

4-3. STATUS OF A STATE OR LOCAL GOVERNMENT EMPLOYEE RECEIVING A FEDERAL APPOINTMENT

a. **General.** (1) By statute, a State or local government employee may be given an excepted appointment for two years without regard to the provisions governing appointment in the competitive service. This appointment may be extended for not more than an additional two years. Enter "171/Exc Appt NTE (date)," as a nature of action code and nature of action on the appointment SF 50. The legal authority code and legal authority are cited as: "VPE/5 U.S.C. 3374."

(2) Agencies should establish qualification requirements for assignment positions in accordance with 5 CFR Part 302, which governs appointments to positions in the excepted service. Special agency plans (Section 302.105) which have either been approved by OPM or established under a delegated authority agreement may be substituted for full conformance with the provisions of Part 302.

(3) Normally, a State or local employee is appointed at the minimum rate of the grade. If an agency wants to pay an advanced step rate for a position at GS 11 through GS 15 based upon superior qualifications of the applicant, it must either: (1) obtain prior written approval from the appropriate office of OPM (FPM chapter 338), or (2) make its own determination under a delegation agreement authorized by OPM for that purpose.

b. **Within-grade increases and merit pay.** IPA assignees appointed for more than one year are eligible for consideration for within-grade increases (FPM chapter 531). Assignees appointed to positions covered by merit pay are covered under the agency's merit pay system.

c. **Pay differentials and leave.** State and local appointees are entitled to cost-of-living allowances and other pay differentials, and are entitled to accumulate and use leave to the same extent as other Federal employees.

d. **Health benefits.** A State or local government employee is not eligible to enroll in the Federal Employees Health Benefits Program unless his or her Federal appointment results in the loss of coverage under a State or local health benefits system, the premium of which has been paid in whole or in part by a State or local government contribution. In such a case, the appointed State or local government employee may enroll in the Federal Employees Health Benefits Program.

e. **Retirement and life insurance coverage.** (1) State or local government employees given appointments are not covered by any retirement system for Federal employees or by the Federal Employees' Group Life Insurance Program.

(2) Coverage of appointees under social security is generally governed by whether or not they were covered in State or local service. If they were excluded from coverage in their permanent positions, coverage should not be extended under mobility assignment. If the employees had social security coverage in their State or local government, the IPA permits them to continue such coverage but as State or local employees rather than Federal employees.

f. **Failure of employer to pay contribution.** If a State or local government fails to continue the employer's contribution to the State or local government retirement, life insurance or health benefits plan, the Federal agency may pay the employer's contributions (or any part of them) for the employee's period of assignment. The Federal agency will transmit any such contributions directly to the State or local government system or to the appropriate fund. The employee must continue his or her contributions to the applicable benefit program. Arrangements for these payments should be specified in the assignment agreement.

ASSIGNMENT AGREEMENT

Title IV of the
Intergovernmental Personnel Act of 1970
(5 U.S.C. 3371 - 3376)

INSTRUCTIONS

This agreement constitutes the written record of the obligations and responsibilities of the parties to a temporary assignment arranged under the provisions of the Intergovernmental Personnel Act of 1970.

The term "State or local government," when appearing on this form, also refers to an institution of higher education, an Indian tribal government, and any other eligible organization.

Copies of the completed and signed agreement should be retained by each signatory.

Within 15 days of the effective date of the assignment, two copies of this form must be sent to:

Faculty Fellows and Personnel Mobility Division
Office of Intergovernmental Personnel Programs
Office of Personnel Management
P.O. Box 14184
Washington, DC 20044

Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addressed to either mobility program coordinators in each Federal agency or to the staff in the Intergovernmental Personnel Programs Division in Office of Personnel Management's regional office.

PART 1—NATURE OF THE ASSIGNMENT AGREEMENT

1. ☐ New Agreement ☐ Modification ☐ Extension

PART 2—INFORMATION ON PARTICIPATING EMPLOYEE

2. Name (Last, First, Middle) 3. Social Security Number

4. Home Address (Street, City, State, ZIP Code)

5. A. Have you ever been on a mobility assignment?

☐ YES ☐ NO

5. B. If "YES", date of each assignment (Month and Year)
FROM: TO:

PART 3—PARTIES TO THE AGREEMENT

6. Federal Agency (List office, bureau or organizational unit which is party to the agreement) 7. State or Local Government (Identify the governmental agency)

8. Is assignment being made through a faculty fellows program? If yes, give name of program. ☐ YES ☐ NO

PART 4—POSITION DATA

A—Position Currently Held

9. Employment Office Name and Address (Building, street, city, State and ZIP code) 10. Employee's Position Title 11. Office Phone No. (Area Code)

12. Immediate Supervisor (Name and Title)

B—Type of Current Appointment

13. Federal Employees (Check appropriate box.) 14. State and Local Employees
☐ Career Competitive ☐ Other (Specify) Indicate GS Level State or Local Annual Salary Original Date Employed by the State or Local Government

C—Position To Which Assignment Will Be Made

15. Employment Office Name and Address (Building, street, city, State and ZIP code) 16. Assignee's Position Title 17. Office Phone No. (Area Code)

18. Immediate Supervisor (Name and Title)

(2)

PART 5—TYPE OF ASSIGNMENT**19. Check Appropriate Box**

- ☐ On detail from a Federal agency
☐ On leave without pay from a Federal agency
☐ On detail to a Federal agency
☐ On appointment in a Federal agency

20. Period of Assignment (Month, Day, Year)

FROM : TO:

PART 6—REASON FOR MOBILITY ASSIGNMENT

21. Indicate the reasons for this mobility assignment and discuss how the work will benefit the participating governments. In addition, indicate how the employee will be utilized at the completion of this assignment.

PART 7—POSITION DESCRIPTION

22. List the major duties and responsibilities to be performed while on the mobility assignment. Attach an accurate current description of the position being filled through the IPA assignment.

PART 8—EMPLOYEE BENEFITS**23. Rate of Basic Pay**

24. Special Pay Conditions (Indicate any conditions that could increase the assigned employee's compensation during the assignment period)

25. Leave Provisions (Indicate the annual and sick leave benefits for which the assigned employee is eligible. Specify the procedures for reporting, requesting and recording such leave)

PART 13—APPLICABILITY OF RULES, REGULATIONS AND POLICIES**34. Check Appropriate Boxes**

- ☐ **YES** A. The rules and policies governing the internal operation and management of the agency to which my assignment is made under this agreement will be observed by me.
- ☐ Yes, with exceptions attached
- ☐ B. I have been informed that my assignment may be terminated at any time at the option of the Federal agency or the State or local government.
- ☐ C. I have been informed that any travel and transportation expenses covered from Federal agency appropriations may be recoverable as a debt due the United States, if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.
- ☐ D. I have been informed of applicable provisions should my position with my permanent employer become subject to a reduction-in-force procedure.
- ☐ E. I agree to serve in the Civil Service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary) of my assignment. (For Federal employees only)

PART 14—CERTIFICATION OF ASSIGNED EMPLOYEE

In signing this agreement, I certify that I understand the terms of this agreement and agree to the rules, regulations and policies as indicated in Part 13 above.

35. Location of Assignment (Name of Organization)

36. Date (Month, Day, Year)
From: To:

37. Signature of Assigned Employee

38. Date of Signature (Month, Day, Year)

PART 15—CERTIFICATION OF APPROVING OFFICIALS

In signing this agreement, we certify that:

- the description of duties and responsibilities is current and fully and accurately describes those of the assigned employee;
- this assignment is being entered into to serve a sound, mutual public purpose and not solely for the employee's benefit;
- at the completion of the assignment, the participating employee will be returned to the position he or she occupied at the time this agreement was entered into or a position of like seniority, status and pay.

State or Local Government Agency

Federal Agency

39. Signature of Authorizing Officer

40. Signature of Authorizing Officer

41. Date of Signature (Month, Day, Year)

42. Date of Signature (Month, Day, Year)

43. Typed Name and Title

44. Typed Name and Title

PRIVACY ACT STATEMENT

Sections 3373 and 3374, Assignment of Employees To or From State or Local Governments, of Title 5, U.S. Code, authorizes collection of this information. The data will be used primarily to formally document and record your temporary assignment to or from a State or local government, institution of higher education, Indian tribal government, or other eligible organization. This information may also be used as the legal basis for personnel and financial transactions, to identify you when requesting information about you, e.g., from prior employers, educational institutions, or law enforcement agencies, or by State, local, or Federal income taxing agencies.

Solicitation of your Social Security Number (SSN) is authorized by Executive Order 9397, which permitted use of the SSN as an identifier of individual records maintained by Federal agencies. Furnishing your SSN or any other data requested is voluntary. However, failure to provide any of the requested information may result in your being ineligible for participation in the Intergovernmental Assignment Program.

PART 9—FISCAL OBLIGATIONS

Identify, where appropriate, the office to which invoices and time and attendance records should be sent.

26. Federal Agency Obligations (If paying more than 50 percent of a Federal employee's salary beyond a 6-month period, specify rationale for cost-sharing decision.)

27. State or Local Government Agency Obligations

PART 10—CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT

☐ 28. Applicable Federal, State or local conflict-of-interest laws have been reviewed with the employee to assure that conflict-of-interest situations do not inadvertently arise during this assignment.

☐ 29. The employee has been notified of laws, rules and regulations, and policies on employee conduct which apply to him while on this assignment.

PART 11—OPTIONS

30. Indicate coverage or "N.A." if not applicable

A. Federal Employees Group Life Insurance

☐ Covered ☐ N.A.

B. Federal Civil Service Retirement

☐ Covered ☐ N.A.

C. Federal Employee Health Benefits

☐ Covered ☐ N.A.

31. State or Local Agency Benefits (Indicate all State employee benefits that will be retained by the State or local agency employee being assigned to a Federal agency. Also include a statement certifying coverage in all State and local employee benefit programs that are elected by the Federal employee on leave without pay from the Federal agency to a State or local agency.)

32. Other Benefits (Indicate any other employee benefits to be made part of this agreement)

PART 12—TRAVEL AND TRANSPORTATION EXPENSES AND ALLOWANCES

33. Indicate: (1) Whether the Federal agency or State or local agency will pay travel and transportation expenses to, from, and during the assignment as specified in Chapter 334, of the Federal Personnel Manual, and (2) which travel and relocation expenses will be included.

APPENDIX H-TECHNOLOGY TRANSFER PROGRAM



DEPARTMENT OF THE NAVY
NAVAL OCEAN SYSTEMS CENTER
SAN DIEGO, CALIFORNIA 92132-5000

NOSCINST 5700.1B
0141/RN:ghe
25 January 1985

NOSC INSTRUCTION 5700.1B

From: Commander, Naval Ocean Systems Center
To: Branch Heads, Project Office Heads, and above

Subj: TECHNOLOGY TRANSFER PROGRAM

(R)

Ref: (a) SECNAVINST 5700.14A
(b) OPNAVINST 5700.13
(c) NAVMATINST 5700.2A
(d) Stevenson-Wylder Technology Innovation Act of 1980 (P.L. 96-480)
(e) SECDEF memo for Secretaries of Military Depts., DDR&E, and ASD (Comp) of 21 Jun 1972
(f) CNM ltr ser MAT 08L1/WKW of 16 Oct 1981

1. Purpose. To implement Military-Civilian Technology Transfer and Cooperative Development policy, as set forth in reference (a), at the Naval Ocean Systems Center.

2. Cancellation. NOSCINST 5700.1A.

3. Background

a. In the past, the Department of the Navy developed certain technologies for military purposes which were transferred to and proved to be valuable for the civilian economy. The Department of the Navy and various civilian agencies have also cooperated in the development of various technologies; this cooperation has reduced costs and was mutually beneficial. However, such activities were conducted on an ad hoc rather than a systematic basis.

b. In this period of growing demands on limited national resources, it is important to pursue all avenues which will bring about more effective utilization of available assets. By reference (a), the Secretary of the Navy stated that, subject to the general guidance of the Assistant Secretary of the Navy (Research, Engineering and Systems), it is the policy of the Department of the Navy to promote military-civilian technology transfer and cooperative development, and assigned responsibility for arranging implementation of this policy to the Chief of Naval Operations. By reference (b), the Chief of Naval Operations (CNO) designated the Chief of Naval Material (CNM) to act for the CNO in implementing the policy. By reference (c), the CNM designated the Deputy Chief of Naval Material for Acquisition (DCNM for Acquisition) as the Director of Military-Civilian Technology and Cooperative Development and responsible to the CNM for the execution of the program.

c. Reference (d) reaffirms the continuing responsibility of the Federal Government to ensure full use of the results of this nation's Federal investment in research and development by encouraging, where appropriate, the transfer of Federally owned or originated technology to state and local governments and to the private sector.

- A) d. Technology transfer, as interpreted by Congress, means the active involvement in the transformation of processes and products within the labs so they can be used by private industry and State and local governments. Simply being able to cite that something developed by a laboratory has found its way into public use does not satisfy the requirements of reference (d). Likewise, simply providing library services which compile reports does not satisfy the action-oriented intent of reference (d).

4. Policy. This Center will:

a. Actively participate in the Navy's program to promote military-civilian technology transfer and cooperative development, within the guidelines established by the Department of Defense in reference (e).

(1) The level of effort of the work undertaken shall be such that it does not impede the accomplishment of the missions of the military services and the defense laboratories.

(2) The projects selected for nondefense work shall be compatible with the technological capability of the laboratory performing the work.

(3) Projects may be undertaken in support of federal, state, and local government organizations. Nondefense work will be performed for the private industrial sector only on an exception basis.

(4) The full costs of projects undertaken shall be supported by transfer of funds through formal written agreements.

(5) Jointly-sponsored projects are permitted when there is also a direct application to military requirements. The commitment of funds and resources to joint programs shall be commensurate with the interest of each agency in the project.

(6) Where appropriate, the transfer of existing Federally owned or originated technology to state and local governments and to the private sector will be encouraged.

- R) b. Establish in Code 014 an Office of Research and Technology Applications (ORTA) to facilitate technology transfer.

- R) c. Participate in the activities of the Federal Laboratory Consortium for Technology Transfer and other organizations established under reference (d) within guidelines of reference (e).

d. Keep the public informed about the Center's and the Navy's role in military-civilian technology transfer and cooperative development.

5. Responsibilities

- R) a. The Program Director for Technology, Code 014, is responsible for the administration of the military-civilian technology transfer and cooperative development program at NOSC. He shall establish the ORTA and designate a Technology Transfer Focal Point, who shall be the point of contact required by references (c) and (f).

25 January 1985

b. The Technology Transfer Focal Point is authorized to represent the Center in all technology transfer matters and is designated as the single point of contact for providing results to higher authority.

6. Action

(A)

a. Technology Transfer Focal Point. The Technology Transfer Focal Point will:

(1) Manage the Center program and direct administration and evaluation of Technology Transfer (T^2) materials and assignments received at the Center.

(2) Assure compliance with references (a) through (f) and act within the authority granted therein.

(3) Host all T^2 visitors to the Center and be responsible for setting up briefings at NOSC.

(4) Maintain a repository of all T^2 brochures, etc.

(5) Provide assistance to RDT&E personnel for integration of T^2 data into the transfer process.

(6) Prepare biannual reports of T^2 efforts.

(7) Determine which NOSC direct projects are T^2 and coordinate with Corporate Budget and Reporting, Code 1212.

(8) Develop and publish procedures necessary for implementation of a T^2 program at the Center.

(9) Coordinate with the Office of Legal Counsel, Code 001, for legal instruments needed to implement T^2 contracts and with the Supply Department for contract forms.

(10) Coordinate and develop a program with the Employee Development Office, Code 142, for use of the NOSC Emeriti Program to support the T^2 Technical Volunteer Services (TVS) Program.

(11) Conduct liaison with other agencies in the public and private sectors as necessary to carry out this policy.

(12) Seek opportunities for military-civilian technology transfer which are within the guidelines of paragraph 4.

(13) Keep the Program Director for Technology and Center management informed of progress, and submit reports on significant programs.

(14) Keep Center personnel informed of opportunities for technology transfer.

(15) Coordinate with such NOSC organizations as the Public Affairs Office, Office of Patent Counsel, and Manufacturing Technology, on publications and other documentation that can be transferred to the T^2 Program.

(16) Establish the Office of Research and Technology Application (ORTA) and perform functions of:

(a) Information Dissemination. Each Federal laboratory is directed by reference (d) to "provide and disseminate information on Federally owned or originated products, processes, and services having potential application to state and local governments and to private industry." Some laboratories are carrying out outreach efforts to fulfill this objective.

(b) Cooperation with other agencies. Each Federal laboratory is directed to cooperate with and assist the Center for Utilization of Federal Technology being created under reference (d) by the Department of Commerce. The intent is to use existing networks to facilitate communication between users and sources.

(c) Technical Assistance. Federal laboratories are also required by reference (d) to "provide technical assistance in response to requests from state and local government officials." This approach indicates the value of and need for person-to-person interaction in producing effective transfer.

(17) Ensure that the T^2 Program maintains the appropriate context, such as:

(a) The Center may provide only resources that are not available through ordinary business channels or are available only at excessive cost. The resources are provided on a reimbursable basis or by use of volunteers.

(b) Technology Transfer Program activities shall not interfere with mission responsibilities. The Center's primary purpose is to respond to defense requirements.

(c) Center facilities will not be added (i.e., procured specifically for) to meet technology transfer objectives. The program must function within the currently available resources.

(d) Technology transfer activities shall relate to the Center's available skills and areas of expertise. The R&D investment leverage can be maximized by use of readily available knowledge and skills, rather than by implementing projects which require still more investment. Requests for assistance outside of the Center's areas of expertise shall be referred to other activities/agencies.

(18) T^2 activities will consist of but are not limited to interface with:

- (a) Federal Laboratory Consortium (FLC)
- (b) Reimbursable T^2 Projects
- (c) Technical Volunteer Services (TVS)
- (d) Emeriti Program
- (e) Intergovernmental Personnel Act (IPA)
- (f) Defense Technical Information Center (DTIC)

(g) Government-Industry Data Exchange Program (GIDEP)

(h) T² Society

(i) Other Government agencies

b. Commander/Top Management. Center management is responsible to:

(1) Establish and communicate, to participants and the community, the perception that the program is valuable.

(2) Acknowledge program legitimacy as part of the Center's mission.

(3) Provide for easy access by ORTA.

(4) Provide funds for the administration of the program.

c. Line Management. Line management will perform the following functions:

(1) Inform the T² Focal Point, Code 0141, regarding ongoing and anticipated technology transfer and cooperative development activities under their cognizance.

(2) Ensure proper determination on DD1498, block 21, whether project has commercial or military use only, and submit a technical assessment form for each commercially applicable task.

(3) Provide Technology Fact Sheets for submission to NTIS upon request by the T² Focal Point.

(4) Provide technical expertise to support determination as to whether a potential technology selected for transfer is or is not military critical technology.

d. Code 142/T² Focal Point. The Head, Employee Development Office, and the T² Focal Point shall develop a program to recruit volunteers for the T² Technical Volunteer Services (TVS) program. The Emeriti Program shall be a key element.

e. T² Focal Point, Office of Legal Counsel, and Head, Supply Department. The T² Focal Point, the Office of Legal Counsel, and the Head, Supply Department shall develop all necessary legal/contractual tools necessary to implement TVS Program agreements, T² reimbursable projects, etc.

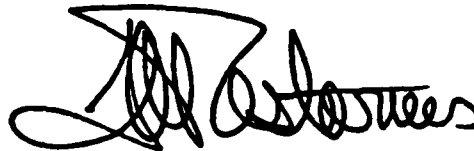
f. T² Focal Point, Public Affairs Office, and Patent Counsel. The T² Focal Point; Head, Public Affairs Office; and Patent Counsel shall develop procedures for review of all NOSC publications to determine T² relevant material and distribution controls. The Public Affairs Office shall also be responsible for TVS and other newsletters necessary to the T² program.

g. T² Focal Point and Code 1212. The T² Focal Point and Corporate Budget and Reporting, Code 1212, shall develop procedures for certification of T² (DD1498, Item 21) and preparation of the technical assessment form required by

reference (d). Technology assessments, coordinated through the Department of Commerce, are intended to determine the potential of R&D projects for successful application in state and local government and private industry. This activity helps foster technology transfer by focusing awareness on technology in laboratory projects which may be appropriate candidates for transfer.

h. Manufacturing Technology. Manufacturing Technology, Code 9302, shall provide the T² Focal Point with a listing of projects, abstracts on work content, and an assessment of commercial use.

7. Directive Responsibility. The Program Director for Technology, Code 014, is responsible for keeping this instruction current.

A handwritten signature in black ink, appearing to read 'P. M. Pestorius', is centered on the page. The signature is stylized with large, sweeping loops.

P. M. PESTORIUS

Distribution:
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END

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DTIC